SEYFARTH SHAW LLP
Richard B. Lapp (SBN 271052)
rlapp@seyfarth.com
David D. Kadue (SBN 113578)
dkadue@seyfarth.com
Christopher A. Crosman (SBN 190336)
ccrosman@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

SEYFARTH SHAW LLP
Camille A. Olson (SBN 111919)
colson@seyfarth.com
Robin E. Devaux (SBN 233444)
rdevaux@seyfarth.com
560 Mission Street, 31st Floor
San Francisco, California 94105
Telephone: (415) 397-2823
Facsimile: (415) 397-8549

Attorneys for Defendants
Exel Direct Inc., DPWN Holdings (USA), Inc., and Deutsche Post Beteiligungen Holding GmbH

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

EXEL DIRECT INC.; *et al*,

Defendants.

TAFITI SHEKUR, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

EXEL DIRECT INC., *et al.*,

Defendants.

Consolidated Cases:
Case No. 3:12-cv-04137-JCS
Case No. 4:13-cv-03091-JCS

DECLARATION OF CHRISTOPHER A. CROSMAN IN SUPPORT OF DEFENDANTS' MOTIONS *IN LIMINE* NOS. 1 THROUGH 8

Date : May 20, 2016
Time : 2:00 p.m
Ctrm : G, 15th Floor
Judge : Hon. Joseph C. Spero

I, Christopher A. Crosman, declare and state as follows:

1. I am an attorney with the firm of Seyfarth Shaw LLP, counsel of record for defendant Exel Direct, Inc. I have personal knowledge of the facts stated herein, unless stated on information and belief, and if called upon to testify to those facts I could and would competently do so.

2. A copy of excerpts of the deposition transcript of Daniel Villalpando taken on September 17, 2013 and containing pages 112-113 and 194-196, is attached as **Exhibit 1.**

3. A copy of excerpts of the deposition transcript of Jose Alcala taken on October 15, 2015 and containing pages 35-36, 46-49 and 99-100, is attached as **Exhibit 2.**

4. A copy of excerpts of the deposition transcript of Rogelio De La Fuente taken on August 12, 2014 and containing pages 29-30 and 59-60, is attached as **Exhibit 3.**

5. A copy of excerpts of the deposition transcript of Vladimir Marinov taken on August 20, 2014 and containing pages 31-33, 51-53 and 95-96, is attached as **Exhibit 4.**

6. A copy of excerpts of the deposition transcript of Victoriano Molina taken on August 11, 2014 and containing pages 49-50 and 142, is attached as **Exhibit 5.**

7. A copy of excerpts of the deposition transcript of Abel Barajas Montes taken on August 19, 2014 and containing pages 28-29, is attached as **Exhibit 6.**

8. A copy of excerpts of the deposition transcript of Rafael A. Raymundo taken on August 18, 2014 and containing pages 29-30 and 86, is attached as **Exhibit 7.**

9. A copy of excerpts of the deposition transcript of Theodore Roumbanis taken on August 20, 2014 and containing pages 39-40, 46-47 and 53-54, is attached as **Exhibit 8.**

10. A copy of excerpts of the deposition transcript of David Breshears taken on January 27, 2016 and containing pages 96-98, 107-118, and 196-198, is attached as **Exhibit 9.**

11. A copy of Plaintiff Daniel Villalpando's Responses to Defendants' Request for Production of Documents, dated August 30, 2013, is attached as **Exhibit 10**.

12. A copy of Plaintiff Tafiti Shekur's Responses to Defendants' First Request for Production of Documents, dated November 8, 2013, is attached as **Exhibit 11**.

13. A copy of the Deposition Notice of Jose Alcala, dated October 8, 2015, is attached as **Exhibit 12**.

14. A copy of excerpts of the deposition transcript of Tafiti Shekur taken on August 20, 2014 and containing page 87, is attached as **Exhibit 13**.

15. A copy of documents produced by Plaintiffs bearing Bates stamps CLASS 000156-169 that contain receipts for vehicle maintenance and parts produced by Pedro Navarro, is attached as **Exhibit 14.**

16. A copy of excerpts of the deposition transcript of Byron Cifuentes, taken on June 3, 2015, and containing page 9, is attached as **Exhibit 15**.

17. A copy of excerpts of the deposition transcript of Mauricio Torres, taken on June 24, 2015 and containing page 8, is attached as **Exhibit 16**.

18. A copy of excerpts of the deposition transcript of Miguel A. Jauregui, taken on August 22, 2014 and containing pages 37-38 and 99, is attached as **Exhibit 17**.

19. A copy of excerpts of the deposition transcript of Herman Olen Johnson, taken on August 13, 2014 and containing pages 79-80, is attached as **Exhibit 18**.

20. A copy of excerpts of the deposition transcript of Edmundo Vega, taken on June 10, 2015 and containing pages 25-26, is attached as **Exhibit 19**.

21. A copy of the Independent Truckman's Agreement (including Exhibit A to the agreement) entered into by Exel and its contractors, is attached as **Exhibit 20**.

22. A copy of excerpts of the deposition transcript of Henry Capotosto taken on July 11, 2014 and containing pages 69-73 and page 165, is attached as **Exhibit 21**.

I declare under penalty of perjury under the laws of the United States of America and State of California that the foregoing is true and correct.

Executed this 22nd day of April, 2016, at Los Angeles, California.

Christopher A. Crosman

EXHIBIT 1

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

- - -

DANIEL VILLALPANDO, individually and on behalf of all others situated, Plaintiffs, vs. EXEL DIRECT INC., DEUTSCHE POST DHL, DHL EXPRESS (USA), INC., and DOES 1 to 50, Defendants.	)	No. 3:12-cv-04137-JCS

DEPOSITION OF DANIEL VILLALPANDO

(also known as "DANIEL VILLALPANDO DIAZ")

SAN FRANCISCO, CALIFORNIA

SEPTEMBER 17, 2013

ATKINSON-BAKER, INC.
COURT REPORTERS
(800) 288-3376
www.depo.com

REPORTED BY: MELLONY L. KNIGHT, CSR NO. 8448

FILE NO.: A7095DA

taxes from your paychecks, correct?

A. Well, in that I'm not really familiar if it does something that the companies have to do all the time. I just don't know. I just get -- the way I look at it my responsibility is if I get a work I get the forms I have to file my taxes because that's the responsibility for every citizen in America. So I don't have want to have trouble with America.

Q. So after 2008 you received a 1099 from Exel Direct, correct?

A. Yes. I receive a form. I think it's how you call it 1099.

Q. You did not receive a W-2 which you'd gotten when you were an employee working for Mr. Neri, correct?

A. Was different form.

Q. Right. It was a different form, correct?

A. Yes.

Q. And it was after that that you then added a second truck at Exel, correct?

A. I don't add that like I was for myself. That come from the manager because he say -- because I tell him I'm losing money, I don't making money. He say "Okay, we're gonna put you on another truck." He bring a helper in driving and put another truck under my name. And he told me to pay $120 to the driver and a hundred dollars to helper. So I did what my manager tell me to do, Exel.

Q. Did you believe the $120 was the rate or the amount that was being paid to drivers of trucks that didn't own the trucks?

A. Well, I don't know. That come from Exel.

Q. I understand. But drivers talk about, for example, where to get the trucks repaired, correct?

A. No, not really. I don't know. How can I answer?

Q. They don't talk about where to get trucks repaired, drivers don't?

A. Can you repeat the question. I want to make sure.

Q. Do drivers talk among themselves about places to go get their trucks repaired?

A. Personally me, no. I'm asking one there if he knows a mechanic because I can't afford to do the maintenance because that's what I can't just afford it.

Q. Did you talk to other drivers about how much to pay a second driver?

A. No, never.

Q. Did you ever ask anybody, other than the manager talking to you, did you ever talk to anybody to find out whether $120 was a fair amount for a second

Q. Of 2008?

A. Pretty much, yeah. I think so, yeah.

Q. Do you have receipts for any of the expenses that are listed on here for things that are -- other than the things that are listed as deductions on the Exel settlement?

A. No, sir. I don't have any. I lost it.

This -- I think this is the only papers that I keep it for because the person do the tax for me told me I have to keep this for five years, so that's why I keep it.

Q. Did the person tell you you need to keep the receipts that support these deductions?

A. No.

Q. So unless we can see what deductions were for on Exel paperwork we won't know where you bought or what you bought, correct?

MR. KONECKY: Incomplete hypothetical, calls for speculation.

THE WITNESS: Well, maybe I don't have the receipts but it's really obvious that whatever is in here that's what Exel made me spend for his company like gas. You know, I have to put gas to the truck. I have to pay the helper because they told me to pay. I have to pay the tools. Where they give me the tools and they charge me back I have to pay. I have to pay for the uniforms.

MR. HANSON: Q. I don't want to -- you're volunteering a lot of information that's not relevant to my question.

My question was about whether you had receipts for anything other than what's on the Exel paperwork.

MR. KONECKY: Actually, your question was much more argumentative and loaded than that. I think he was giving a fair answer that you interrupted given the nature and wording of your question.

MR. HANSON: Would you read my question back.

(Page 194, lines 15 - 17 read.)

MR. HANSON: Q. It has disel, d-i-s-e-l, $8,960.

Do you have any receipts for the diesel purchases?

A. No, I don't have any receipts, sir.

But, in other words, if you want to have a calculate number between 80 to a hundred dollars or sometimes more what we spend on diesel.

Q. That's not my question. The question is whether you had any receipts. And I'm assuming whenever you purchased you did get a receipt?

A. Yes.

Q. And you don't have any of those now?

A. No. I give it to the -- you know to this person. And they give me back and I lost it. This is the only thing I have.

Q. So that would be -- the same answer would be true for all the expenses on here. You have no receipt for any of the expenses for 2009 or 2010 either?

A. Well, yeah, I don't have any receipts. I'm an honest person. And definitely I'm not going to lie to the IRS because I don't want to have problems with the government. That is for sure. Whatever is in here is hundred percent what I spend for the expenses for Exel.

Q. There is on page 281, if you go back and look it's got Safety $770. What did you purchase for safety?

A. You know, those kind of top I can say uniforms where you have to buy when you working outside in the night like other cars can see you, like purple or orange, like that, they can see you. The people for construction user. I don't know how they call it, like a jacket.

Q. Did you buy that just for yourself or did you buy it for your other driver?

A. No. I bought it for me and my helper because it's for safety. Exel they want to follow the safety issue what they have. And you know those things where you have to have on the truck just in case an accident happen like a triangle with lights that's what they

REPORTER'S CERTIFICATION

I, MELLONY L. KNIGHT, C.S.R. No. 8448, Certified Shorthand Reporter, certify:

That the foregoing proceedings were taken before me at the time and place therein set forth, at which time the witness was put under oath by me;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney or of any of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 26th day of September 2013.

Read and sign requested.

MELLONY L. KNIGHT, C.S.R. No. 8448

REPORTER'S CERTIFICATION OF CERTIFIED COPY

I, MELLONY L. KNIGHT, C.S.R. No. 8448, Certified Shorthand Reporter in the State of California, certify that the foregoing pages 1 through 249 constitute a true and correct copy of the original deposition of DANIEL VILLALPANDO, taken on September 17, 2013.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 26th day of September 2013.

MELLONY L. KNIGHT, C.S.R. No. 8448

EXHIBIT 2

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLAPANDO, individually and on behalf of all others similarly situated,	)
Plaintiffs,	) Case Nos. 3:12-cv-04137-JCS 4:13-cv-03091-JCS
vs.	) Volume I
EXEL DIRECT INC., et al.,	)
Defendants.	)

DEPOSITION OF JOSE ALCALA
Ontario, California
Thursday, October 15, 2015

Reported by:
ELIZABETH BORRELLI, CSR No. 7844, CCRR, CLR
JOB NO. 98836

MR. KONECKY: Just going to have a standing objection to the questions not directed to what the Court authorized you to question about. You're going beyond the Court's order.

BY MR. BUTCHER:

Q. What kind of deliveries is Sal Romo doing with the smaller truck? Do you know?

A. I believe he delivers to locations that are hard to get to by our big trucks.

Q. The company that you contracted with MXD was called N7 Transportation; is that right?

A. Yes, sir.

Q. And why did you form N7 Transportation?

A. Try and make more money.

Q. Have you always had just the one leased truck from Ricardo at N7 Transportation?

A. Yes.

Q. Have you ever had a second driver?

A. Yes, I did. I had him for about six months. His name was Michael Cook. No longer works there.

Q. And did Michael Cook use the leased truck that Ricardo provided you or was there another truck that N7 Transportation provided him?

A. No, it was just the one truck.

Q. And during the time that you hired Michael Cook, for that six-month period, what were you doing?
A. I would either also be on the truck with him or I would send him with another helper, basically just try to keep my -- my truck running as long as I could.
Q. And on those days, would you take the day off?
A. Yes, I would take the days off.
Q. And how often did that happen?
A. I would try to keep the truck running about six to seven days a week. So I would take two days off, one day off every week. So I would still continue to work five to six days a week so we wouldn't go over our hours, try to at least.
Q. Besides Michael Cook and Zachary Sayles and yourself, did N7 Transportation employ anyone else?
MR. KONECKY: Vague and ambiguous.
THE WITNESS: When I first started off I employed one person. His name was Elias Flores. He was with me maybe for about a month, month and a half and it didn't work out.
BY MR. BUTCHER:

in that range, was the average?
A. Around that, yes.
Q. And when you were contracting with MXD, was it around the 100 to 110 range?
A. No. It was actually -- from that point on, it was getting -- it was getting worse. Routing just was not doing it right.
Q. When you worked for Hemi Transportation, did you pay for the fuel?
A. No.
Q. When you contracted with MXD, you would pay for fuel, correct?
A. Yes.
Q. Do you keep your receipts --
A. Yes.
Q. -- for --
Do you keep your receipts for the fuel?
A. Yes.
Q. Do you know if those fuel expenses would have been written off on tax returns that you filed?
A. Yes, they are.
Q. And do you have an accountant that does your tax returns or do you fill those out personally?
A. No, I have an accountant.

Q. And who is the accountant?
A. Let me see if I have his card. I don't remember his name off the top of my head.
His name is Jaime Guerrero, I believe.
Q. And how did you meet Jaime Guerrero?
A. All my uncles do their taxes through him.
I don't have it on me right now.
Q. That's fine.
Now, would you also write off maintenance expenses on your tax returns?
A. Yes.
Q. Would you write off the cost of helper wages on your tax returns?
A. Yes.
Q. Did you ever receive any parking tickets while contracted with MXD?
A. No.
Q. For the maintenance that you had performed while contracting with MXD, where did you go to have the maintenance performed?
A. There was mechanics that would come around to the warehouse and -- just random mechanics that would come around that people would know. And I would ask them if they could take care of this or take care of whatever the case is.

Q. Who would know these random mechanics that would have them show up?

A. Well, it's not random to them. But the guys at the warehouse have their mechanics show up to the warehouse. And, you know, if I saw one working on a truck I would ask him, you know, can you fix this? And either it was a yes or no. So I used them.

Q. And would these mechanics also do preventative maintenance as well?

A. Yes.

Q. Was it cheaper to use these -- I'll use the term again -- random mechanics to do the preventative maintenance than it would have been to go to a shop somewhere and have it done?

MR. KONECKY: Calls for speculation.

THE WITNESS: It's roughly the same.

MR. KONECKY: Vague and ambiguous.

THE WITNESS: It was just more of a convenience that they're already there and you wouldn't have to drive it to a shop, wherever that may be.

BY MR. BUTCHER:

Q. Did you retain any receipts for the maintenance --

A. Yes.
Q. -- that was performed?
MR. KONECKY: Whenever you get to a good breaking point, let's take a break.
MR. BUTCHER: Let me just finish the line of questioning.
BY MR. BUTCHER:
Q. Do you know who Hemi Transportation used for their maintenance?
A. I do not know.
Q. Do you know Oscar Averez [phonetic]?
A. No.
Q. Not familiar with the Sylmar location having a maintenance person on site?
A. I don't work at the -- Sylmar, so I wouldn't know.
Q. Okay. During the -- well, let me back up.
You said it was approximately a month you spent in Chicago, approximately a month you spent in New York. How long did you spend in Sacramento the two times you went?
A. About a month each time.
Q. And there was one other location in California you said you had gone to.
A. Yes, Williams-Sonoma.

for a new plaintiff, not to go into other issues. So how does all this relate to adequacy?

MR. BUTCHER: Are you done?

MR. KONECKY: I'm done with my question.

MR. BUTCHER: Okay. I'm not answering your question right now. We can talk about it later.

MR. KONECKY: All right. Well, I've now said it three times and I've given you a lot of leeway. So if it continues, then, you know, I'll have to, under Rule 30D, say that you're violating the Court's order on limitations on this deposition. So let me be very clear, I'm totally willing to meet and confer with you on the record as to how this relates to adequacy if you want to. But don't complain if, you know, I start doing more than objecting if you're not going to explain that. So go ahead.

BY MR. BUTCHER:

Q. You testified earlier you have receipts for all the fuel that you purchased?

A. Yes.

Q. Insurance?

A. Yes.

Q. Maintenance?

A. Yes.
Q. Helper payments?
A. Yes.
Q. Second driver payments?
A. Yes.
Q. Cell phone payments?
A. Yes.
Q. You testified that you plan to contract with MXD again once you get your motor carrier authority?
A. Yes.
Q. Have you -- you applied for your motor carrier authority?
A. Yes.
Q. And is it your belief that when you sign the contract that you're going to be an employee of MXD?
A. Yes, when we shouldn't be.
MR. BUTCHER: Mark as Exhibit 4 the January 7th -- I'm sorry, is it January 5th, 2014?
(Whereupon Exhibit 4 was marked for identification.)
BY MR. BUTCHER:
Q. For the record, it's an eight-page document, another delivery manifest.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Elizabeth Borrelli, Certified Shorthand Reporter, Certificate No. 7844, for the State of California, hereby certify:

I am the deposition officer that stenographically recorded the testimony in the foregoing deposition;

Prior to being examined the deponent was first duly sworn by me;

The foregoing transcript is a true record of the testimony given;

Before completion of the deposition, review of the transcript [ ] was [X] was not requested. If requested, any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

Dated: October 20, 2015

ELIZABETH BORRELLI, CSR 7844

EXHIBIT 3

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	
vs.	)	Case No. 3:12-CV-041377JCS
EXEL DIRECT, INC.; et al.,	)	
Defendants.	)	

DEPOSITION OF ROGELIO DE LA FUENTE

Pasadena, California

Tuesday, August 12, 2014

Reported by: Ashley Soevyn
CSR No. 12019

NDS Job No.: 164698

shop to get it done?

A. Because of trust.

Q. Was it also did it save you money?

A. Well the payment was the same. I had to pay him.

Q. And your brother would charge you the same rate as the truck maintenance shop would?

A. Yes, it's the same. Being for the parts, I would be charged the same for the parts.

Q. For the labor, would you be charged the same by your brother as you would be at another maintenance shop?

A. I think so.

Q. So your brother charged you for labor he provided to do maintenance on your truck?

A. Yes.

Q. And so solely for convenience that you would perform the maintenance yourself or have your brother perform the maintenance, it had nothing to do with saving money?

A. No, no, because I knew that my brother would do a good job for me.

Q. When you purchased the second truck, did you also employ a second driver to operate that truck?

MS. POPPLER: Objection, calls for a legal conclusion.

THE WITNESS: Yes, I had to employ a driver and a helper but Exel had to approve them. They had to do the background. What do you call it? I don't know how to call it in Spanish.

MR. BUTCHER: Who was the second driver that you hired to drive the second truck?

MS. POPPLER: Objection, calls for a legal conclusion.

THE WITNESS: Armando Rojas.

BY MR. BUTCHER:

Q. How did you know Armando Rojas?

A. He is from the same town that I am in Mexico.

Q. Is a family friend?

A. He's a family friend.

Q. Did Armando Rojas have any prior driving experience?

A. Yes.

Q. Where had Armando Rojas gained the driving experience?

A. In Mexico. He had been a driver in Mexico.

Q. Other than Armando Rojas were there any second drivers that worked with De La Fuente Transportation between 2008 and 2011?

A. Only Daniel his son. Armando's son.

Transportation, or did you have an accountant that helped?

MS. POPPLER: Objection, privacy.

THE WITNESS: An agent -- an accountant did it.

BY MR. BUTCHER:

Q. How did you find the accountant?

MS. POPPLER: Objection, privacy not reasonably calculated to lead to the discovery of admissible evidence.

THE WITNESS: That was my sister-in-law she does the accounting for some doctors, so she would do my accounting. She's the one who told me second truck was not making me money, left over.

BY MR. BUTCHER:

Q. Did you know whether the De La Fuente Transportation tax returns if you would write off expenses?

A. Yes.

MS. POPPLER: Objection, privacy. Not reasonably calculated to lead to the discovery of admissible evidence. I think the question is designed to harass and annoying the deponent.

THE WITNESS: Yes.

MR. BUTCHER: I am going to ask you to make form objections on the record going forward as required by the rules.

BY MR. BUTCHER:

Q. Do you recall what expenses you had that would have been written off on a tax return?

MS. POPPLER: Same objection.

THE WITNESS: Yes, it was diesel, uniforms, dollies, straps, blankets, and the shoes that Exel would demand. Exel would demand that we would wear their uniform.

BY MR. BUTCHER:

Q. Do you know if you would also write off truck expenses?

A. Yes, that too.

Q. Did the money that Exel Direct paid De La Fuente Transportation seem fair to you?

MS. POPPLER: Objection, calls for opinion testimony, speculation, and a legal conclusion.

THE WITNESS: No. No, because I would work a lot and it would not be appropriate.

BY MR. BUTCHER:

Q. And in your opinion, how much should you have been paid?

MS. POPPLER: Objection, opinion testimony, calls for speculation, and calls for a legal

STATE OF CALIFORNIA)
) ss:
COUNTY OF MARIN)

I, ASHLEY SOEVYN, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 12019, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was not requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of ______________, ____.

____

ASHLEY SOEVYN, CSR NO. 12019

EXHIBIT 4

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,	)
Plaintiffs,	)
vs.	) Case No. 3:12-cv-04137-JCS
EXEL DIRECT, INC.; et al.,	)
Defendants.	) Volume I
AND ALL CONSOLIDATED CASES.	)

DEPOSITION OF VLADIMIR MARINOV

Sacramento, California

Wednesday, August 20, 2014

Reported by: Barbara A. Como
CSR No. 5794
NDS Job No.: 164704

BY MR. WRIGHT:

Q. An example may be the fuel that you had to pay for to perform service for Exel Direct.

Did you make deductions on your taxes for fuel payments?

A. Yes, I have.

Q. So with that sort of understanding of what I mean by business tax deduction, did you take business tax deductions during the time you worked for Exel Direct?

MS. POPPLER: Objection. Calls for a legal conclusion.

THE WITNESS: Yes.

BY MR. WRIGHT:

Q. Did VM Transportation take tax deductions during the time it contracted with Exel Direct?

MS. POPPLER: Objection. Calls for a legal conclusion.

THE WITNESS: I was under the impression I was answering the same question.

BY MR. WRIGHT:

Q. And what deductions do you recall making?

MS. POPPLER: Objection. Vague and ambiguous.

THE WITNESS: Fuel expenses, meals, not factually sure. I would have to look through my taxes to see what else.

BY MR. WRIGHT:

Q. Any deductions for maintenance on your vehicle?

A. I can't recall.

Q. Any deductions for equipment used to provide services for Exel Direct?

A. I believe so.

Q. Deductions for uniforms?

A. I can't recall.

Q. Did you employ a helper to assist you in providing service under the contract?

MS. POPPLER: Objection. Calls for a legal conclusion. Assumes facts.

THE WITNESS: It was required by Exel to have a helper in order to deliver big and large appliances which I would have been unable to deliver on my own.

BY MR. WRIGHT:

Q. You paid the helper. Is that correct?

A. Yes, I did.

Q. Did you deduct as a business expense the amount of money you paid your helper to provide services?

MS. POPPLER: Objection. Calls for a legal conclusion.

THE WITNESS: Yes.

BY MR. WRIGHT:

Q. Did you pay any other drivers to perform service under your contract?

MS. POPPLER: Objection. Calls for a legal conclusion.

THE WITNESS: I did have a driver, yes.

BY MR. WRIGHT:

Q. And I assume you paid the driver as well?

A. That is correct, yes.

Q. And did you deduct as an expense the compensation you paid to your driver to perform services?

A. Yes.

Q. You were paid on a per-stop basis while you were under contract with Exel Direct. Is that correct?

MS. POPPLER: Objection. Calls for a legal conclusion

MR. WRIGHT: Can you read back the question?

(Reporter read back as requested:

Q. You were paid on a per stop basis while you were under contract with Exel Direct. Is that correct?)

THE WITNESS: On most of the occasions yes. Sometimes they had -- guaranteed days where it was just -- they would pay us a certain amount to -- for that day no matter how many stops we did. I forgot the terminology for that.

BY MR. WRIGHT:

driver.

Q. How do you decide that $120 was appropriate?

A. Based on the expenses that we were -- that we had and from other experience other drivers -- other drivers, contractors, they paid their drivers that much. And it seemed that it made sense to pay him the same as well.

Q. Did you think that the $120 a day you paid him was a fair wage for his services?

MS. POPPLER: Objection. Calls for opinion testimony. Speculation and a legal conclusion.

THE WITNESS: I'm not sure if it was enough for him, but that's what I could pay at the time.

BY MR. WRIGHT:

Q. Did you provide Mr. Kirkendal with a 1099?

A. Yes.

Q. And I believe you testified earlier that you deducted the amount that you paid Mr. Kirkendal as a business expense from your taxes?

A. Correct, yes.

Q. Did you hire Mr. Kirkendal to drive so that you didn't have to drive the vehicle?

A. At the time I got another job, therefore, I wasn't able to work for Exel. So I had to hire another driver to drive the truck.

Q. What was that other job that you got?

A. It was for a transportation company working in an administrative office.
Q. What transportation company was that?
A. It's RCG Logistics.
Q. And you had an administrative role. Is that right?
A. Correct.
Q. What were your duties in the administrative role?
A. Carrier representative.
Q. What did you do as a carrier representative?
A. I assigned -- I agreed on a price with another contractor so that they can do a job for us.
Q. Did you broker loads to contractors?
A. Correct. Yes.
Q. When did you get the job with RCG Logistics?
A. January or February 2013.
Q. How long did you work at RCG Logistics?
A. To present.
Q. Did you make a profit when this Michael Kirkendal was operating the truck in your place, in place of you?
MS. POPPLER: Objection. Vague and ambiguous.
THE WITNESS: Yes, I have.
BY MR. WRIGHT:
Q. Approximately how long did Mr. Kirkendal provide services as a driver for you?

A. Maybe from three to five months.

Q. So approximately early 2013 to middle of 2013?

A. Correct.

Q. And why did Mr. Kirkendal stop providing services for you?

A. He was not coming in to work on time which led to his -- they let him go. And, therefore, I was left without a driver.

Q. When you say "they let him go," who is "they"?

A. Exel no longer was giving us work -- me work. And after not working for sometimes weeks at a time he was let go. He saw that he wasn't getting any work. Basically he left or they didn't want him there. They were asking me to find another driver.

Q. Did they specifically tell you to terminate this Mr. Kirkendal?

A. They had asked me, yes.

Q. And when you said that they let him go, by that you mean they cut down the amount of work they offered him until he left?

A. Correct.

Q. You employed helpers to assist either yourself or Mr. Kirkendal in providing services under the contract. Is that correct?

MS. POPPLER: Objection. Calls for a legal

Q. You don't know whether drivers have missed meal breaks at other facilities you didn't work at. Is that right?
A. I was not aware.
Q. Same with rest breaks?
A. Correct.
Q. Earlier you walked me through a typical day for you when you were a driver. And we discussed that you would attend the driver meeting in the morning, you would inspect the product, load the truck, communicate with customers about delivery times and deliveries in general.
Would you make the deliveries? Would you go back to the warehouse if you had returns to make and then you would you handle those haul-aways when you returned. Is that right?
A. Correct.
Q. Did you understand that your compensation was intended to compensate you for all of those activities?
A. Yes.
Q. What expenses did you incur while providing delivery services while under contract with Exel Direct?
MS. POPPLER: Objection. Vague and ambiguous. Calls for a legal conclusion.
THE WITNESS: Maintenance, fuel costs, insurance, expenses paid to helpers, drivers. That's all I can

remember for now.

BY MR. WRIGHT:

Q. Did you maintain receipts of those expenses?

A. Yes.

Q. Did you personally pay any of the expenses or did VM Transportation pay those expenses?

A. VM Transportation paid all the expenses.

Q. Did you get a settlement statement from Exel Direct?

A. Yes.

Q. How often did you receive a settlement statement?

A. Every week.

Q. Did you review your settlement statements?

A. Yes, but it was hard to understand it.

Q. Why did you review your settlement statements?

A. Because I -- if I were to make an extra delivery at the end of a route, I wanted to make sure that I had gotten fully compensated for it.

Q. And was your pay ever inaccurate on any settlement statement?

A. A lot of times.

Q. When you had what you thought was an inaccurate pay statement did you raise that inaccuracy with Exel Direct?

A. Every time.

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

I, BARBARA A. COMO, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 5794, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was not requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of ______________, ____.

____

BARBARA A. COMO, CSR No. 5794

EXHIBIT 5

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,	)
Plaintiffs,	)
vs.	) Case No. 3:12-cv-04137-JCS
EXEL DIRECT, INC.; et al.,	)
Defendants.	)
AND ALL CONSOLIDATED CASES.	)

DEPOSITION OF VICTORIANO MOLINA

Pasadena, California

Monday, August 11, 2014

Reported by: Ashley Soevyn
CSR No. 12019

NDS Job No.: 165032

couldn't -- I couldn't do it. I went back to Exel and said, "Look, guys, I really do want to maximize the utilization of my vehicle. Could I remove this logo?" They said, "No, if you want to operate in our account, you have to have that logo on your truck." So having that logo on my truck prevented me from maximizing the utilization of my vehicle and my drivers, and also eliminated my opportunity for additional revenue.

Q. So the average workweek for the Exel Direct account that California, LTL was servicing was Monday, Tuesday, Thursday, Friday?

A. It was something like, Monday, Tuesday, Thursday, Friday or I think Mondays were actually off. I think Sundays, Mondays we were off. Tuesday, Wednesday, Friday, Saturday was my route -- was my average route.

Q. How often was it that you actually drove the trucks that were providing services for Exel Direct?

A. When I started driving for Exel, I was on the road on the vehicle probably about two months. I then handed it over to a second driver. And then whenever he would call out sick or whatnot, I would backfill that position or I would take time off from work and backfill for a few days and whatnot.

Q. So for the first few months that you got the contract with Exel Direct, you were the principal driver?

A. When I started driving for them, yeah. Yeah. As soon as we -- yeah, as soon as I was employed by Exel, I drove for them for about a month or so, yeah.

Q. And approximately after two months --

A. It was basically summer. Sorry, it was the summer.

Q. Okay. So for a couple months in the summer you are driving the truck, providing services for Exel Direct. You then hire a second driver for the truck?

A. Correct.

MS. POPPLER: Object, calls for a legal conclusion.

BY MR. BUTCHER:

Q. You can answer.

A. All along, the strategy was to hire or have a driver run that vehicle. So while the driver was going through the Exel recruitment process, the hiring process, I had to step in and drive for Exel for those two months. And once he got the approval, once he got -- went through recruitment orientation, then he was able to fill in.

Q. And was that second driver Jose?

A. Started off with Jose, yes. He wasn't used to that type of work. He was used to more warehouse to warehouse moves, not home deliveries. So Exel basically essentially, for work that other people are performing?

A. Yeah, I'm an entrepreneur and I have other investments that I'm not going to go into detail in during this conversation, but that's the definition of a business, right, being able to make profit, and expand, and reinvest, and do whatever you can to grow it.

Q. And California, LTL was able to turn a profit on the contract it had with Exel Direct?

MS. POPPLER: Assumes facts.

THE WITNESS: Not to industry standards.

BY MR. BUTCHER:

Q. That wasn't my question.

A. We did turn a profit. I would have to look at the tax returns on which years were profitable and which weren't, but it's fair to say that a few of the years we did turn a profit, but not to scale.

Q. On those tax records, would you take business deductions for the expenses that California, LTL incurred?

A. Most definitely.

Q. And the tax returns were filed on behalf of California, LTL, correct?

A. Correct.

Q. During the time you were able to take the off-duty meal period, would you record the off-duty meal

STATE OF CALIFORNIA)
) ss:
COUNTY OF MARIN)

I, ASHLEY SOEVYN, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 12019, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was not requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of ______________, ____.

____

ASHLEY SOEVYN, CSR NO. 12019

EXHIBIT 6

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

EXEL DIRECT, INC.; et al.,

Defendants.

AND ALL CONSOLIDATED CASES.

Case No. 3:12-cv-04137-JCS

DEPOSITION OF ABEL BARAJAS MONTES

San Francisco, California

Tuesday, August 19, 2014

Reported by: Linda K. Vaccarezza
CSR No. 10201

NDS Job No.: 164707

services?

A. Some managers. Some managers did. But since there's a lot of changes, when those changes happen, other managers arrive that don't respect you.

Q. Have you worked as a driver for Exel Direct from 1999 to the present?

A. No, until 2012.

Q. So you stopped driving for Exel Direct in 2012?

A. Yes.

Q. And why did you stop driving for Exel Direct in 2012?

A. I had an accident with my knee.

Q. And did that accident with your knee prevent you from driving?

A. Yes.

Q. Were you still able to fulfill your obligations under the contract even though you couldn't drive?

THE WITNESS: No.

MR. KONECKY: Objection. Vague and ambiguous. Overbroad.

THE WITNESS: No.

BY MR. WRIGHT:

Q. So you have had no relationship with Exel

Direct since you stopped driving in 2012?

A. Yes, I have a second driver operating my truck.

Q. So did you hire someone to replace you as a driver after your injury?

MR. KONECKY: Objection. Vague and ambiguous as to the term "hire." Compound.

THE WITNESS: Yes.

BY MR. WRIGHT:

Q. And who was that person that you hired?

MR. KONECKY: Vague and ambiguous.

THE WITNESS: One of them is Julio Coello. Sorry. Before him is Alejandro Sanchez.

BY MR. WRIGHT:

Q. Could you spell Julio's last name, please?

A. C-O-E-L-L-O.

Q. Did you hire anyone else to operate your truck as a driver?

MR. KONECKY: Objection. Vague and ambiguous.

THE WITNESS: Yes. Lately, my son, Luis Enriques.

BY MR. WRIGHT:

Q. Have you hired any other drivers to perform deliveries other than Mr. Sanchez, Mr. Coello and

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

I, LINDA K. VACCAREZZA, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 10201, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was not requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of ______________, ____.

____

LINDA K. VACCAREZZA, CSR No. 10201

EXHIBIT 7

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated, Plaintiffs,	
vs.	Case No. 3:12-cv-04137-JCS
EXEL DIRECT, INC.; et al., Defendants.	
AND ALL CONSOLIDATED CASES.	

DEPOSITION OF RAFAEL A. RAYMUNDO

San Francisco, California

Monday, August 18, 2014

Reported by: Chris DeGeorge
CSR No. 7069

NDS Job No.: 164714

Q. And how did you use the truck?
A. That was just --
MS. COON: Same objections.
THE WITNESS: That was the second truck running, so I hired a driver in the hope to run that and leave it with Exel.
MR. WRIGHT: Could you read back the response?
(Record read.)
THE WITNESS: So I left it with Exel, you know, while I left. I didn't close the contract when I left, so it still was open, so I left the truck running still. That was the second truck running with them.
MS. COON: I'm sorry. Can we strike that? There was no question posed by counsel.
MR. WRIGHT: Can you repeat the question?
(Record read.)
THE WITNESS: How did I use the truck? That's what you said, right?
BY MR. WRIGHT:
Q. Correct.
A. When I moved, I left other driver with the second truck still in Exel.
Q. So you took your first truck with you when you left and left the second truck with Exel?
A. I took the first truck with me, and I left the

second truck with them.

Q. And when was that?

A. It was at the end of 2007.

Q. And when did your contract with Exel Direct terminate?

MS. COON: Asked and answered.

THE WITNESS: I think it terminated right after six months that I left Exel. Yeah, still left it running for another six months.

BY MR. WRIGHT:

Q. And do you know when that would have ended?

A. Not that I remember.

Q. So when did you start providing services for Diakon Logistics?

MS. COON: Asked and answered.

THE WITNESS: Right after I left Exel.

BY MR. WRIGHT:

Q. So that would be at the end of 2007?

MS. COON: Asked and answered.

THE WITNESS: Pretty much.

BY MR. WRIGHT:

Q. So you had a second truck operating for Exel Direct in the six-month period that you were working with Diakon Logistics?

A. Yes, that's correct.

MR. WRIGHT: Let's take a short break. I don't think I have too much longer, so if I can just look over my notes here.
MS. COON: Okay.
(Recess taken 5:58 p.m. - 6:01 p.m.)
MR. WRIGHT: We're back on the record.
BY MR. WRIGHT:
Q. Mr. Raymundo, did you maintain receipts of your expenses that you incurred while operating with Exel Direct?
A. Yes.
Q. Did you personally pay any of those expenses?
A. Yes.
Q. Did Raymundo Trucking pay any of the expenses?
A. Yes.
Q. When did you determine whether to pay them personally or when Raymundo Trucking would pay the expenses?
A. Well, it's the same. Raymundo Trucking is the same as my person, and so everything come out of my pocket.
Q. Did you get a settlement statement from Exel Direct?
A. Say --
Q. Did you get a settlement statement from Exel

STATE OF CALIFORNIA)
) ss:
COUNTY OF ALAMEDA)

I, CHRIS DeGEORGE, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 7069, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was not requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of ______________, ____.

____

CHRIS DeGEORGE, CSR No. 7069

EXHIBIT 8

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,	)
Plaintiffs,	)
vs.	) Case No. 3:12-cv-04137-JCS
EXEL DIRECT, INC.; et al.,	) Volume I
Defendants.	)
AND ALL CONSOLIDATED CASES.	)

DEPOSITION OF THEODORE R. ROUMBANIS

Sacramento, California

Wednesday, August 20, 2014

Reported by: Barbara A. Como
CSR No. 5794

NDS Job No.: 164710

THE WITNESS: Yes.
BY MR. WRIGHT:
Q. Did you file tax returns as an independent contractor?
MS. POPPLER: Objection. Calls for a legal conclusion.
BY MR. WRIGHT:
Q. You can answer.
A. Are you asking me did I file under T.R. Trucking, Incorporated, and T.R. Trucking on the same year?
MR. WRIGHT: Can you read back my question, please?
(Reporter read back as requested:
Q Did you file tax returns as an
independent contractor?)
MS. POPPLER: I'll object as being overbroad and vague and ambiguous.
BY MR. WRIGHT:
Q. You can answer.
A. You have to ask some more specific questions.
Q. Did T.R. Trucking, Inc., take tax deductions during the time you contracted with Exel Direct?
A. Yes.
Q. What were those deductions?
A. Operating cost.

Q. What were the operating costs?
A. Maintenance, fuel.
Q. Anything else?
A. Kind of a broad spectrum.
Q. Any others that you can remember?
A. Without looking at the tax return, no.
Q. Did you take deductions for uniforms?
A. Without looking at the tax returns I can't answer that.
Q. Did you take deductions for compensation you paid to your helpers?
A. I did not take deductions for the helpers while I was working for Exel.
Q. Did you take deductions for any drivers you hired to perform under the contract?
MS. POPPLER: Objection. Vague and ambiguous.
THE WITNESS: I did not take any deductions for any labor for anybody while I was working for Exel.
BY MR. WRIGHT:
Q. While under contract with Exel Direct were you paid on a per-stop basis?
A. Yes.
Q. Were you ever paid on a flat daily basis?
A. I don't recall.
Q. Did you ever negotiate your pay with Exel Direct?

Q. George?

A. The gentleman that referred -- that informed me of Exel.

Q. And how much did you sell the truck for?

A. I don't recall.

Q. I may have asked you this already. I apologize if I have.

Did you personally drive the 1995 International truck to perform services for Exel Direct at any time?

A. Yes.

Q. Did anyone besides yourself drive the truck to perform services for Exel Direct?

A. Yes.

Q. Who would those people be?

A. I do not recall his name; however, Exel performed a background check on him and they do have his name.

Q. When did he provide driving services to Exel Direct?

A. During my time working for Exel.

Q. The entire time?

A. The majority of the time.

Q. So is it fair to say that the majority of the time that T.R. Trucking, Inc., was under contract with Exel Direct this unnamed driver performed the driving service?

A. Yes. I just don't recall his name. Exel does have his name. I'm not trying to hold it. I don't recall his name.

Q. If you don't recall, that's a perfectly fine answer. I can't get you to create an answer you don't have or know. Not what I'm trying to do.

And where did you find this driver?

A. Word-of-mouth.

Q. From other contractors or people that you knew --

A. Private people.

Q. Unrelated to Exel?

A. Yes.

Q. I assume you paid this driver?

A. That is correct.

Q. How much did you pay him?

A. I don't recall that at this time.

Q. Do you recall how you decided what amount to pay the driver even if you don't recall the specific amount?

A. No, I do not recall.

Q. Do you recall if the amount you paid the driver remained the same during the entire length of his services?

A. I believe he was a flat rate.

Q. So you paid him a flat dollar amount per day that he provided driver services?

to pay your helpers that amount?
A. He never said you had to do anything, he just strongly recommended it.
Q. Did you provide any of your helpers with 1099s?
A. No.
Q. Did you provide any of your helpers with W-2s?
A. No.
Q. Did you ever pass through financial cost of operations with Exel Direct onto your other driver or helpers?
MS. POPPLER: Objection. Vague and ambiguous.
THE WITNESS: No.
BY MR. WRIGHT:
Q. Have you ever worked for another contractor who was contracted with Exel Direct?
MS. POPPLER: Objection. Calls for speculation and a legal conclusion.
THE WITNESS: I would not know.
BY MR. WRIGHT:
Q. Did you ever rent any trucks to perform services under the agreement with Exel?
A. No.
Q. You said that this unnamed driver operated the 1995 International truck the majority of the time you were under contract with Exel Direct. What do you mean by "the

majority"?

About what portion of the time you were under contract did this driver perform the driving services?

A. I don't recall the specifics. If I was to take a guess, two-thirds.

Q. So when you were the person who was personally operating the truck under the contract, when did you start each day on average? Or on a typical day when would you start?

A. They required you to be at the loading dock I believe it was 5:30 a.m., maybe 6:00 a.m.

Q. Did the start time vary or was it always the same?

A. The start time was always the same.

Q. Did some other time vary?

A. Whether or not you were late.

Q. So if you could walk me through a typical day once you arrive at the facility, at the 5:30, 6:00 o'clock start time that you just discussed.

A. You would arrive. You would get your manifest from Exel. You would look over the product you were to deliver for the day. You were required to attend, for lack of a better explanation of it, a safety meeting every morning at which time they would go over your performance, what they expected of you and any other things that

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

I, BARBARA A. COMO, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 5794, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was not requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____________, ____.

____

BARBARA A. COMO, CSR No. 5794

EXHIBIT 9

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually,
and on behalf of all others
similarly situated,

Plaintiffs,

vs. Case No. 3:12-cv-04137-JCS
4:13-cv-03091-JCS

EXEL DIRECT, INC., et al.,

Defendants.
-------------------------------/

VIDEOTAPED DEPOSITION OF DAVID BRESHEARS, CPA/CFF
Emeryville, California
Wednesday, January 27, 2016

Reported by:
LORRIE L. MARCHANT, CSR No. 10523
RMR, CRR, CCRR, CLR

JOB NO. 102409

information that will show the average duration of breaks for people, I would be more than happy to look at those and consider including it in my analysis.

Q. Did you make any effort to determine whether the experience of those six people was -- was representative of the experience of the 387 class members generally with respect to morning meetings?

A. Well, my general understanding is that these morning meeting agendas are -- I don't know if they're e-mail blasts to all the locations, but that there's very similar agendas for each -- for all locations.

So if there's 50 bullet points on an agenda -- I've never seen one, but let's say there are 50 bullet points, and each location has to go through 50 bullet points, I would think that the experiences would be similar across all locations with a similar agenda.

Q. Did your analysis of the minimum wage for morning meetings consider the possibility that sometimes a contractor would have a nonclass member driving the truck that day and attending the morning meeting?

A. A nonclass member?

Q. Yes. Were you aware that some of the contractors on certain days would have a driver who is not a class member, not a contractor, drive the truck that day?

A. Yes.

Q. And does your -- does your minimum wage analysis -- let me state it otherwise.

Your minimum wage analysis on morning meetings assumes that at every morning meeting, it's the contractor himself or herself who's attending the morning meeting as opposed to some person substituting for the contractor that day?

A. Well, if we have -- for example, if the dispatch data shows the contractor working, let's say four days per week, then I'm only contemplating morning meetings on four days per week. So if that contractor takes every Friday off, that's implied in -- or it's factored into the four days, the average days per week of four.

So I multiply the average days per week of four times the 23.75 minutes. So you're only getting four days of morning meetings for that person versus what would be five if you included that additional day that they weren't actually working.

Q. Let's take the majority of the class members for whom we do not have the dispatch data average. For them you're assuming five days a week; right?

A. For the 30 percent of the actual class workweeks that remain, that do not have a specific week -- individual weekly average, there would be an assumption of five days per week times 23.75 minutes.

Q. And this calculation that you just mentioned does not consider the fact that on one of those five days, there may be someone substituting for the contractor; correct?

A. If -- again, if actual contemporaneous data was produced for that individual, similar to the iDirect data or the dispatch data, my calculation would take that into account.

I've had to make an assumption where the records produced were incomplete or -- or not available.

Q. Are you familiar with Dr. Walker's opinion that using the dispatch data or the iDirect data, either one, on average would get you fewer than five days a week?

A. Correct.

Q. And -- but isn't it also true, in the same document that talks about that, it also says that the contractor can always take a day off so long has the contractor provides a DOT-certified Exel certified driver?

A. I think that's just kind of the general gist of what I recall.

Q. So why, then, would you assume that it's the contractor himself or herself who's driving five days a week as opposed to, for example, driving four days a week and having a second driver two of days a week?

A. Well, again, if -- if the data is available for any individual, I would take that into account. It's only -- this only occurs for individuals where the data has not been produced, so I had to make some sort of assumption.

I could have assumed one day, but I would think that would be an injustice to the plaintiffs because it's just picking a number. I've stated it clearly, that it's not my -- it's an assumption of five days per week. It's based on certain things that I've been told and information that even the defendants would appear to support or the statements by people working for the defendant would corroborate.

If additional information is provided for these individuals, I'll happily incorporate that into my analysis, and there will be no need to make an assumption in terms of the actual -- or in terms of how many days per week these people may have been working.

Q. Well, you did have data available to you revealing that many of the drivers working were not contractors but, rather, were nonclass members; right?

A. Well, there's information that shows that people drove for contractors. I noted that sometimes a contractor would drive for another contractor, which produces a different dimension.

Q. Like on, for example, look at -- please look at Breshears No. 5. Look at Enrique Carrillo. He's No. 3591.

Do you see that?

A. Yes.

Q. And that's a four-digit number; right?

A. Correct.

Q. Are you aware, looking at -- looking now at Breshears Exhibit 3, are you aware that all the contractors had four-digit identifying -- I'm wrong about that. Many of them have four-digit identifying numbers, some of them have five-digit numbers. So let me ask a different question.

Are you aware of the significance, if any, to whether the individual in question has a four-digit or a five-digit identifying number?

A. As I sit here today, I have no knowledge of whether the number of digits in the driver number had any bearing other than it might be a historical flag as to how long they've been there. But some employers reuse employee ID numbers, so that may also not be true.

Q. Were you aware that the dispatch recap report for example, reports hours worked not only for contractors, but also for second drivers who were not contractors?

MR. KONECKY: Objection. Assumes facts.

THE WITNESS: I haven't made any distinction as to who's doing what. I've taken the dispatch reports at face value, where it shows a person's driver number and has a column that's labeled "Hours Worked." I've included those hours as hours worked for each day shown.

///

BY MR. KADUE:

Q. Before we leave this five-day-a-week assumption, let me just ask you, if there's any -- any -- other than the expectation expressed by Exel that it wants trucks in operation full-time, are you relying on anything else said by Exel to assume that there are five days per week as opposed to some lower number per week?

A. I believe some of their own bid information and even their -- some of the other -- I don't know if you want to refer to them as "bids" or -- or "RFPs" showed an estimate of five days per week when they were computing what the cost would be.

Q. Okay. But do you have any -- what is your reason, if any, to assume that the five days per week is itself assuming that the contractor is personally providing the driving services as opposed to the contractor getting someone else to provide those services?

A. The -- I'm sorry. Can you just --

Q. Yeah. You were talking about the bid information.

A. Right.

Q. And Exel, in providing bid information, presumably to prospective customers or current customers, was making assumptions about days of operation per truck per week; is that right?

A. Yes.

Q. And what I'm trying to understand is what about that number causes you to assume that the person operating the truck every day would be the contractor as opposed to some substitute who's not a member of the class?

A. Well, just generally --

MR. KONECKY: Objection as to the description of the class. But go ahead.

BY MR. KADUE:

Q. Well, you understand the class in this case consists of people who signed something called the independent truckman's agreement with Exel?

A. Yes.

Q. And you also understand there are sometimes people who did not sign that agreement would drive a truck on behalf of someone who had signed the agreement. That happens sometimes; right?

A. Yes.

Q. Okay. So then going back to my question, when you're relying on bid information that Exel was sharing with a customer or prospective customer and talking about five days or more of operation per week, what, if anything, are you relying upon in assuming that that estimate meant that the contractor was personally driving the truck every day as opposed to having a substitute drive it some days?

A. Well, it is possible that there are situations where a person took a vacation day and had somebody drive for them. If that information is provided to me, I can remove any day where somebody shows that the contractor was not actually working if, in fact, the damages would not be applicable for those days.

I still -- I think that's a legal conclusion as to whether damages -- damages would still apply because the individual still has expenses that he incurred on that day and within that week. So I -- again, I could look at that information and potentially take it into account. But because of the inadequacies of the data, we've had to make certain assumptions.

Q. Do you agree with me that on a day in which a contractor has a substitute drive for him or her, on that day the contractor will suffer no damage as a result of a missed meal period or a missed rest period?

MR. KONECKY: Can I have that read back.
(Record read as follows:
"Q Do you agree with me that on a day in which a contractor has a substitute drive for him or her, on that day the contractor will suffer no damage as a result of a missed meal period or a missed rest period?")
MR. KONECKY: Calls for a legal conclusion and calls for speculation.
THE WITNESS: Yeah. Whether or not there's a violation, I'm not in the habit of making legal conclusions, so I wouldn't want to provide an opinion as to that.
BY MR. KADUE:
Q. Okay. Moving back to minimum wage, you focused like a laser -- I guess I'll withdraw that question before Counsel objects to it.
You focused especially on morning meetings in doing your minimum wage calculations; correct?
A. Correct.
Q. Did you -- did you do any calculation with respect to any other time in determining minimum wage?
A. Can you be more specific when you say

"time"?

Q. Well, you -- I think earlier you talked about inspection, other administrative tasks, loading. Those are other examples of activities that you understood were not separately paid for; right?

A. I don't know if I said that they were not separately paid for. I just said that they are things that occur before they leave to go to their first job, their first stop.

Q. Okay. So in the universe of things that happen before the person -- the driver hits the road, there's a number of things that happen. As you understand it, one would be the morning meeting time, another would be administrative work, another would be loading, another would be inspection; is that correct?

A. I don't recall ever saying anything about administrative work. But, in general, those are things that I -- are my general understanding of what truck drivers do.

Q. And my question is why did you endeavor to estimate the amount of morning meeting time without trying also to estimate the amount of loading time or the amount of inspection time or any other activity that precedes the driver hitting the road?

A. I don't know that there was any formal discussion as to why -- whether there might be additional time outside of the morning meeting that we needed to include as potential minimum wage violations.

I know that that was one category that -- or that was the category that counsel and I discussed as being the period of time where individuals were not paid for that time.

Q. So is it fair to say that counsel did not ask you to estimate the time for any activity other than morning meeting time with respect to the minimum wage claim?

A. I know we did -- there was a discussion of a secondary minimum wage claim, but I can't recall if that involved any additional hours. I don't believe it did.

Q. The second theory of minimum wage violation was that the net profits or the net revenue from the delivery -- delivery activities would fail to meet the minimum wage; correct?

A. When you divide that by the number of hours actually worked, correct.

Q. Right. So have you done any calculations on that?

A. No, I currently have not been asked to do anything on that. As of today I have not.

Q. Let me skip over to mileage for a second. Back to mileage.

Did you ever consider taking the 2,572 daily logs that you received and having the mileage number entered for each of those and then dividing that by 2,572 to see what the average miles recorded was?

A. I think I did do that.

Q. Okay. Where is that result shown?

MR. KADUE: Tell you what, why don't we take a break and give you some time to look at it. We need to change the tape anyway.

THE VIDEOGRAPHER: This marks the end of Disk No. 2. Off the record at 1:52 p.m.

(Recess taken, from 1:52 to 2:07.)

THE VIDEOGRAPHER: This marks the beginning of Disk No. 3 in the continuing deposition of David Breshears. Back on the record at 2:07 p.m.

BY MR. KADUE:

Q. So, Mr. Breshears, before we went on break, I had asked you whether your firm had looked at the 2,572 daily driver logs and done an average of the

mileage reported.
Have you been able to look into that?
A. I made a call on the break to one of the managers helping me on the case, and although I have not verified it with my own eyes, I had her look at the driver daily log data file. And if we removed all of the sleeper entries that show the sleeper entries related to the driver daily logs, the average is 313 miles per day.
Q. As reported on the 2,572 logs?
A. Correct. But that's comprised of an average of 332 for nonlocal deliveries or days that relate to nonlocal travel and 172 miles per day for those identified as local.
Q. And what's the distinction between local and nonlocal?
A. Just -- I believe it was written on the daily logs, or it may have been the particular form of log that was used. I don't recall specifically what the criteria was, but there was a flag that said local notation, true or false.
Q. So you do not have an understanding as to how Exel distinguishes between local and nonlocal; is that correct?
A. Well, I believe it was something like if it

was over 200 miles per day, they would use a particular form or were required to fill out some certain form. But as far as the actual mechanics, I'm not familiar.

Q. Do you know whether the distinction between local or nonlocal has anything to do with whether the driver is driving more than 100 air miles or 150 air miles?

A. I don't know the precise number, but that's generally my understanding, that once you reach a particular -- I don't know the term "air mile," but a certain number of miles, they would be considered nonlocal.

Q. The numbers you just gave me that you got from your manager, are in your report?

A. Those counts are not in my report because the focus of the analysis wasn't on the mileage; it was just something that was consistent or higher than the average that I'd been using. So it was more just for comfort factor that the 150 was a conservative estimate.

Q. Now, looking at Breshears 7, which are part of the driver's daily logs, there's about 11 pages here.

If you look, you'll see that in each of

at one -- one driver who drove to Grass Valley. I don't know. I'm just trying to think of an example.

BY MR. KADUE:

Q. In the course of your work, did you do any study of the variation between the average numbers you were using and the actual numbers experienced by any particular driver?

A. Can you be more specific when you use the term "number"?

Q. Did you determine, for example, how many drivers drove a number of miles per year that was different than 36,000?

A. Again, most of the calculations are variable. Other -- well, Mr. Curtis has a number of vehicle-related calculations that are fixed, but because I'm using the depreciation figure, almost all of the incremental costs that I'm including are specific to each mile.

So if the person only drove 1 mile for Exel, it would be $2.03 of damages. It's not like I'm trying to push the entire cost of a vehicle into 1 mile of damages. I'm doing a per-mile incremental analysis.

Q. Did you do any study to determine to what extent a contractor had second drivers driving their trucks?

A. No. As I sit here today, I don't feel that I've been provided with sufficient information to understand exactly how to identify when a person may have had a secondary driver driving for them.

I can see different columns in the iDirect data that show contractor and driver, but in some situations there is nobody in the driver column, but there's packages being delivered.

Q. But isn't it true that in some cases, there's a contractor listed in one column and then a driver number listed in another column where the driver number is for someone who is not a member of the class?

A. Again, I --

MR. KONECKY: Objection. Calls for speculation.

THE WITNESS: I would want to know -- well, first it's a legal determination as to whether that second ID number is associated with that contractor as part of their overall damage.

As an example, if Josh is the contractor and he drove Monday through Thursday, and then I'm his driver on Fridays, well, if I drove 150 miles for Josh, wouldn't Josh be entitled to reimbursement for the 150 miles of fuel, maintenance of -- so I don't know. That's a legal question as to whether that should be included in the damages.

But I'm still unable to clearly determine how to differentiate exactly when a person is -- when a contractor is driving versus someone driving for him.

BY MR. KADUE:

Q. Well, in your example, let's say on the day in question you fill up the tank with diesel fuel and -- this is a hypothetical -- Josh is a skinflint and does not reimburse you for the fuel. It's on you.

Does that -- does that affect your analysis as to whether Josh has incurred expenses for that day with respect to fuel?

MR. KONECKY: Incomplete hypothetical. Calls for a legal conclusion.

THE WITNESS: I haven't contemplated that type of situation. I would think it would be very rare that people would be making payments without getting compensated for it by their -- the person they're working for.

BY MR. KADUE:

Q. Were you aware -- go ahead. I'm sorry.

DEPOSITION OFFICER'S CERTIFICATE

I, LORRIE L. MARCHANT, Certified Shorthand Reporter, Certificate No. 10523, for the State of California, hereby certify that DAVID BRESHEARS, CPA/CFF was by me duly sworn/affirmed to testify to the truth, the whole truth and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and place herein named; that the deposition is a true record of the witness's testimony as reported to the best of my ability by me, a duly certified shorthand reporter and a disinterested person, and was thereafter transcribed under my direction into typewriting by computer; that request [ ] was [X] was not made to read and correct said deposition.

I further certify that I am not interested in the outcome of said action, nor connected with, nor related to any of the parties in said action, nor to their respective counsel.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of February, 2016.

LORRIE L. MARCHANT RMR, CRR, CCRR, CLR
Certified Shorthand Reporter #10523

EXHIBIT 10

TODD M. SCHNEIDER (SBN 158253)
JOSHUA G. KONECKY (SBN 182897)
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
180 Montgomery Street, Suite 2000
San Francisco, California 94104
Telephone: (415) 421-7100
Facsimile: (415) 421-7105

Attorneys for Plaintiff and the Putative Class

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

EXEL DIRECT INC., DEUTSCHE POST DHL, DHL EXPRESS (USA), INC., and DOES 1 to 50,

Defendants.

Case No.: 3:12-cv-04137-JCS

PLAINTIFF DANIEL VILLALPANDO'S RESPONSES TO DEFENDANTS' REQUESTS FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF, DANIEL VILLALPANDO

PROPOUNDING PARTY: DEFENDANTS EXEL DIRECT INC., DPWN HOLDINGS (USA), INC., AND DEUTSCHE POST BETEILIGUNGEN HOLDING GMBH

RESPONDING PARTY: PLAINTIFF DANIEL VILLALPANDO

SET NO.: ONE (1)

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Plaintiff Daniel Villalpando ("Plaintiff") hereby submits these Responses and Objections to Defendants' Request for Production of Documents.

PRELIMINARY STATEMENT

1. Plaintiff's responses to Defendants' Requests are made without prejudice to Plaintiff's right to contend that at any other stage of the proceedings the requested documents are irrelevant, inadmissible, or otherwise objectionable.

2. To the extent that any of Defendants' Requests seek documents also sought by or identified pursuant to any other Request, Plaintiff declines to produce multiple copies of such documents, and Plaintiff states that each document produced pursuant to any Request is also produced pursuant to every other Request to which it is or may be responsive.

3. Inadvertent disclosure or production of any information that is privileged or otherwise immune from discovery shall not constitute a waiver of any privilege or of any other ground for objecting to the discovery with respect to such information or the subject matter thereof, or the right of Plaintiff to object to the use of any such information or the subject matter thereof during subsequent proceedings.

4. Except as otherwise stated below, an objection to a specific document request does not imply that any documents responsive to that request exist.

5. Plaintiff responds to each and every specific Request subject to the following additional and express reservations of rights:

a. The right to object on any and all grounds, at any time, to any other requests for production and inspection of documents or other discovery procedures involving or relating to the subject matter of these Requests; and

b. The right at any time to revise, to correct, supplement, or clarify any of the responses provided herein.

c. The right to rely on documents and information that are not presently in his possession and control, but which may be in the possession and control of any other parties or defendants or third parties to this action.

6. Plaintiff does not intend to reproduce to Defendants documents that were originally produced by Defendants throughout the course of this case. However, Plaintiff incorporates those documents by reference.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All Documents supporting Your contention that this case should proceed as a class action.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 2:

All Documents referring or relating to Your contentions in Paragraphs 72-76 of the Complaint that Defendants failed to pay minimum wage in violation of Cal. Lab. Code § 1197.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 3:

All Documents referring or relating to Your contentions in Paragraphs 77-80 of the Complaint that Defendants failed to pay overtime compensation in violation of Cal. Lab. Code §§ 510 and 1194, *et seq*.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 4:

All Documents referring or relating to Your contentions in Paragraphs 81-85 of the Complaint that Defendants failed to provide "off-duty meal period[s]" in violation of Cal. Lab. Code §§ 226.7 and 512.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 5:

All Documents referring or relating to Your contentions in Paragraph 86-89 of the Complaint that Defendants failed to provide "off-duty rest periods" in violation of Cal. Lab. Code § 226.7.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 6:

All Documents referring or relating to Your contentions in Paragraphs 90-97 of the Complaint that Defendants made unlawful deductions from compensation in violation of Cal. Lab. Code §§ 221, 223, and 400-410.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 7:

All Documents referring or relating to Your contentions in Paragraphs 98-105 of the Complaint that Defendants violated Cal. Lab. Code § 222.5.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 8:

All Documents referring or relating to Your contentions in Paragraphs 102-105 of the Complaint that Defendants violated Cal. Lab. Code § 450 *et seq.*

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 9:

All Documents referring or relating to Your contentions in Paragraphs 106-109 of the Complaint that Defendants failed to indemnify or pay necessary expenditures in violation of Cal. Lab. Code § 2802.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 10:

All Documents referring or relating to Your contentions in Paragraphs110-112 of the Complaint that Defendants "knowingly, intentionally and willfully" failed to maintain payroll records in violation of Cal. Lab. Code §§ 1174 and 1174.5.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 11:

All Documents referring or relating to Your contentions in Paragraphs 113-116 of the Complaint that Defendants "knowingly, intentionally and willfully failed to furnish" accurate itemized wage statements in violation of Cal. Lab. Code § 226.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 12:

All Documents referring or relating to Your contentions in Paragraphs 117-119 of the Complaint that Defendants failed to timely pay wages in violation of Cal. Lab. Code §§ 201-203.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 13:

All Documents supporting Your contention that Defendants "intentionally and willfully" classified You as an independent contractor rather than an employee in violation of Cal. Lab. Code § 226.8, including all Documents evidencing control by Defendants over You.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 14:

All Documents referring or relating to Your contentions in Paragraphs 125-132 of the Complaint that Defendants violated Cal. Bus. & Prof. Code §§ 17200 *et seq*.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 15:

All Documents supporting Your claim for restitution.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 16:

All Documents that relate to the lease, purchase and/or sale of any vehicles or any other equipment used by You in the performance of services for Defendants.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 17:

All Documents that relate to Your relationship or interaction with Defendants' customers from June 2008 to the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 18:

All Documents that relate to Your provision of services for Defendants, including income, expense, payment, operational, and business record documents.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 19:

All records of calls You made and received on a mobile phone during the course and scope of Your work with Defendants.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 20:

All e-mail correspondence You sent or received concerning Your work with Defendants.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 21:

All Documents, including contracts, that Relate to any jobs or independent contractor relationships You have had with any trucking, transportation, or delivery service.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 22:

All federal, state and local income tax returns for You from June 2008 to the present (the "Tax Returns").

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 23:

All Documents supporting the Tax Returns, including all invoices, receipts, cancelled checks, correspondence or worksheets used to prepare the Tax Returns.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 24:

All Documents You filed with, and/or received from, any federal, state, or local governmental agency, including but not limited to, the State of California and/or the U.S. Department of Transportation, the Federal Motor Carrier Safety Administration, related to transportation services provided from June 2008 to the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 25:

All Documents that relate to any claims You made for worker's compensation, employee benefits, disability benefits, or unemployment benefits from June 2008 to the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 26:

All Documents related to any complaint you made to Defendants regarding improper compensation.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 27:

All Documents related to trips you took while under contract with Exel Direct, Inc., including log books, drivers' daily logs, bills of lading, delivery receipts, hours worked, diaries, and trip sheets.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 28:

All 1099s You received from 2007 to the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 29:

All 1099s You issued from 2007 to the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

REQUEST FOR PRODUCTION NO. 30:

All W-2s You issued from 2007 to the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

Plaintiff will produce any responsive documents in his possession or control that he has located after a reasonable search.

Dated: August 30, 2013

Signed: ______________________

Joshua G. Konecky
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
180 Montgomery Street, Suite 2000
San Francisco, California 94104
Telephone: (415) 421-7100

EXHIBIT 11

Ira Spiro (State Bar No. 67641)
Denise L. Diaz (State Bar No. 159516)
Linh Hua (State Bar No. 247419)
SPIRO LAW CORP.
11377 W. Olympic Blvd., 5th Floor
Los Angeles, California 90064-1683
Telephone: (310) 235-2350
Facsimile: (310) 235-2351
e-mail: ira@spirolawcorp.com
denise@diaz-law.com
linh@spirolawcorp.com

Jeff Holmes (State Bar No. 100891)
BLANCHARD LAW GROUP, APC
3311 East Pico Blvd.
Los Angeles, CA 90023
Telephone: (310) 396-9045
Facsimile: (970) 497-4922
e-mail: jeffholmesjh@gmail.com

Attorneys for Consolidated Plaintiff TAFITI SHEKUR

SPIRO LAW CORP.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated, Plaintiff(s), vs. EXEL DIRECT, Inc., DEUTSCHE POST DHL, DHL EXPRESS (USA), INC., and DOES 1 to 50, Defendant(s).	Consolidated Cases: Case No. CV12-04137-JCS Case No. CV13-03091-JCS CLASS ACTION **PLAINTIFF TAFITI SHEKUR'S RESPONSES TO DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**
TAFITI SHEKUR, individually, and on behalf of all others similarly situated, Plaintiff, vs. EXEL DIRECT, INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	Action Filed: July 11, 2012 Action Removed: April 9, 2013 Trial Date: Not Set

mistake, error, oversight or inadvertence. Finally, no response to any portion of any Request shall be deemed a waiver of any objections not set forth herein that could be made to any portion of the Request regarding relevancy of the matters asserted below or the admissibility of such matters at trial.

GENERAL OBJECTIONS

1. Plaintiff objects to these Requests to the extent that they seek documents already in the possession of Defendants or equally available from third parties.

2. Plaintiff objects to these Requests to the extent they call for Plaintiff to disclose documents protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, or the spousal privilege.

3. Plaintiff objects to these Requests to the extent that responding would require Plaintiff to produce documents subject to a protective order in other litigation involving similar issues.

4. Plaintiff reserves the right to assert additional objections to the Requests as appropriate and supplement these objections and responses.

RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All Documents supporting Your contention that this case should proceed as a class action.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff responds as follows: Subject to the objections above, Plaintiff will produce any non-privileged responsive documents in his possession, custody or control.

REQUEST FOR PRODUCTION NO. 2:

SPIRO LAW CORP.

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objections to the term "Complaint" because a consolidated complaint was filed on October 28, 2013, and the paragraph references and/or descriptions are not applicable. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff responds as follows: Subject to the objections above, Plaintiff will produce any non-privileged responsive documents in his possession, custody or control.

REQUEST FOR PRODUCTION NO. 5:

All Documents referring or relating to Your contentions in Paragraphs 41-46 of the Complaint that Defendants failed to pay all wages owed upon termination.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objections to the term "Complaint" because a consolidated complaint was filed on October 28, 2013, and the paragraph references and/or descriptions are not applicable. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff responds as follows: Subject to the objections above, Plaintiff will produce any non-privileged responsive documents in his possession, custody or control.

REQUEST FOR PRODUCTION NO. 6:

All Documents referring or relating to Your contentions in Paragraph 47-52 of the Complaint that Defendants failed to reimburse or pay necessary expenditures.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objections to the term "Complaint" because a consolidated complaint was filed on October 28, 2013, and the paragraph references and/or descriptions are not applicable. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff responds as follows:

SPIRO LAW CORP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objections to the term "Complaint" because a consolidated complaint was filed on October 28, 2013, and the paragraph references and/or descriptions are not applicable. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff responds as follows: Subject to the objections above, Plaintiff will produce any non-privileged responsive documents in his possession, custody or control.

REQUEST FOR PRODUCTION NO. 10:

All Documents referring or relating to Your contentions in Paragraphs 81-85 of the Villalpando Complaint that Defendants failed to provide "off-duty meal period[s]" in violation of Cal. Lab. Code §§ 226.7 and 512.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objections to the term "Villalpando Complaint" because a consolidated complaint was filed on October 28, 2013, and the paragraph references and/or descriptions are not applicable. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff responds as follows: Subject to the objections above, Plaintiff will produce any non-privileged responsive documents in his possession, custody or control.

REQUEST FOR PRODUCTION NO. 11:

All Documents referring or relating to Your contentions in Paragraph 86-89 of the Villalpando Complaint that Defendants failed to provide "off-duty rest periods" in violation of Cal. Lab. Code § 226.7.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objections to the term "Villalpando Complaint" because a consolidated complaint was filed on October 28, 2013, and the paragraph references and/or

SPIRO LAW CORP.

All Documents referring or relating to Your contentions in Paragraphs 102-105 of the Villalpando Complaint that Defendants violated Cal. Lab. Code § 450 *et seq*.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objections to the term "Villalpando Complaint" because a consolidated complaint was filed on October 28, 2013, and the paragraph references and/or descriptions are not applicable. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff responds as follows: Subject to the objections above, Plaintiff will produce any non-privileged responsive documents in his possession, custody or control.

REQUEST FOR PRODUCTION NO. 15:

All Documents referring or relating to Your contentions in Paragraphs 110-112 of the Villalpando Complaint that Defendants "knowingly, intentionally and willfully" failed to maintain payroll records in violation of Cal. Lab. Code §§ 1174 and 1174.5.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objections to the term "Villalpando Complaint" because a consolidated complaint was filed on October 28, 2013, and the paragraph references and/or descriptions are not applicable. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff responds as follows: Subject to the objections above, Plaintiff will produce any non-privileged responsive documents in his possession, custody or control.

REQUEST FOR PRODUCTION NO. 16:

All Documents referring or relating to Your contentions in Paragraphs 120-124 of the Villalpando Complaint that Defendants "intentionally and willfully" classified You as an independent contractor rather than an employee in violation of Cal. Lab. Code § 226.8, including all Documents evidencing control by Defendants over You.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff responds as follows: Subject to the objections above, Plaintiff will produce any non-privileged responsive documents in his possession, custody or control.

REQUEST FOR PRODUCTION NO. 20:

All Documents that relate to Your provision of services for Defendants, including income, expense, payment, operational, and business record documents.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff responds as follows: Subject to the objections above, Plaintiff will produce any non-privileged responsive documents in his possession, custody or control.

REQUEST FOR PRODUCTION NO. 21:

All records of calls You made and received on a mobile phone during the course and scope of Your work with Defendants.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff further objects to this request on the grounds that is it harassing, overly broad, and irrelevant.

REQUEST FOR PRODUCTION NO. 22:

All e-mail correspondence You sent or received concerning Your work with Defendants.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objects to this Request to the extent it seeks information protected by on the grounds that is it harassing, overly broad, irrelevant, and violates Plaintiff's right to privacy of financial records.

REQUEST FOR PRODUCTION NO. 26:

All Documents You filed with, and/or received from, any federal, state, or local governmental agency, including but not limited to, the State of California and/or the U.S. Department of Transportation, the Federal Motor Carrier Safety Administration, related to transportation services provided from July 2008 to the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff responds as follows: Subject to the objections above, Plaintiff will produce any non-privileged responsive documents in his possession, custody or control.

REQUEST FOR PRODUCTION NO. 27:

All Documents that relate to any claims You made for worker's compensation, employee benefits, disability benefits, or unemployment benefits from July 2008 to the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff further objects to this request on the grounds that is it harassing, overly broad, and irrelevant. Plaintiff responds as follows: Subject to the objections above, Plaintiff will produce any non-privileged responsive documents in his possession, custody or control pertaining to work with Defendants.

REQUEST FOR PRODUCTION NO. 28:

All Documents related to any complaint you made to Defendants regarding improper compensation.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

the attorney-client privilege and work product doctrine. Plaintiff further objects to this request on the grounds that is it harassing, overly broad, irrelevant, and violates Plaintiff's right to privacy of financial records.

REQUEST FOR PRODUCTION NO. 32:

All W-2s you issued from 2007 to the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

Plaintiff incorporates each of the above General Objections as though fully set forth herein. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and work product doctrine. Plaintiff further objects to this request on the grounds that is it harassing, overly broad, irrelevant, and violates Plaintiff's right to privacy of financial records.

Dated: November 8, 2013 SPIRO LAW CORP.

By: __________________
Ira Spiro
Linh Hua

Attorneys for Plaintiff Tafiti Shekur

SPIRO LAW CORP.

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

Villalpando v. Exel Direct, Inc., et al.; USDC Northern Case Nos.: CV12-04137, CV13-03091

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 11377 W. Olympic Blvd., 5th Floor, Los Angeles, California 90064.

On the date set forth below, I served the document described as: **PLAINTIFF TAFITI SHEKUR'S RESPONSES TO DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof to the interested parties as follows:

Christopher C. McNatt, Jr.
cmcnatt@scopelitis.com
Scopelitis, Garvin, Light, Hanson & Feary, LLP
2 N. Lake Ave., Suite 460
Pasadena, CA 91101

James H. Hanson
jhanson@scopelitis.com
Ryan Wayne Wright
rwright@scopelitis.com
Scopelitis, Garvin, Light, Hanson & Feary, PC
10 W. Market St., Suite 1500
Indianapolis, IN 46204

Andrew J. Butcher
abutcher@scopelitis.com
Scopelitis, Garvin, Light, Hanson & Feary, PC
1850 M St., N.W., Suite 280
Washington, D.C. 20036

Attorneys for Defendants

Jeff Holmes
jeffholmesjh@gmail.com
Blanchard Law Group, APC
3311 East Pico Blvd.
Los Angeles, CA 90023

Co-Counsel for Plaintiff Tafiti Shekur

Guy Burton Wallace
gwallace@schneiderwallace.com
Todd Michael Schneider
tschneider@schneiderwallace.com
Joshua Geoffrey Konecky
jkonecky@schneiderwallace.com
Schneider Wallace Cottrell Konecky LLP
180 Montgomery St., Suite 2000
San Francisco, CA 94104

Attorneys for Plaintiff Daniel Villalpando

[✓] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **November 11, 2013** at Los Angeles, California.

Diana Lee
Type or Print Name

Signature

SPIRO LAW CORP.

EXHIBIT 12

Christopher C. McNatt, Jr.
Cal. Bar No. 174559
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP
2 North Lake Avenue, Suite 460
Pasadena, CA 91101
Tel.: (626) 795-4700
Fax: (626) 795-4790
cmcnatt@scopelitis.com

James H. Hanson (*pro hac vice* Case No. 12-cv-04137-JCS)
Angela S. Cash (*pro hac vice* Case No. 12-cv-04137-JCS)
Ryan W. Wright (*pro hac vice* Case No. 12-cv-04137-JCS)
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.
10 West Market Street, Suite 1500
Indianapolis, IN 46204
Tel.: (317) 637-1777
Fax: (317) 687-2414
jhanson@scopelitis.com
acash@scopelitis.com
rwright@scopelitis.com

Andrew J. Butcher (*pro hac vice* Case No. 12-cv-04137-JCS)
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.
1850 M Street N.W., Suite 280
Washington, DC 20036-5804
Tel.: (202) 551-9018
Fax: (202) 783-9230
abutcher@scopelitis.com

Attorneys for Defendants,
Exel Direct Inc., DPWN Holdings (USA), Inc.,
and Deutsche Post Beteiligungen Holding GmbH

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, et al., Plaintiffs, vs. EXEL DIRECT INC., et al., Defendants.	Case No. 12-cv-04137-JCS **DEPOSITION NOTICE OF JOSE ALCALA**

13. All documents evidencing expenses that you seek reimbursement for from Exel Direct.

14. All documents you received or obtained from Exel Direct with information on tracking your time at work.

15. Itemized wage statements received from Exel Direct.

16. Log books, drivers' daily logs, bills of lading, delivery receipts, diaries, and trip sheets associated with trips you took as a driver for Exel Direct.

17. The receipts for items listed on page 6, Section 30(a)-(c) of David Breshears August 28, 2015 expert report you are seeking reimbursement for from Exel Direct.

18. The receipts for items listed on page 4, Section 16(a)-(p) of David Breshears August 28, 2015 expert report that you are seeking reimbursement for from Exel Direct.

19. The invoices for items listed on page 6, Section 30(a)-(c) of David Breshears August 28, 2015 expert report you are seeking reimbursement for from Exel Direct.

20. The invoices for items listed on page 4, Section 16(a)-(p) of David Breshears August 28, 2015 expert report that you are seeking reimbursement for from Exel Direct.

21. All documents supporting your request for reimbursement of business expenses from Exel Direct.

Dated: October 8, 2015

Andrew J. Butcher

Attorney for Defendants,
Exel Direct Inc., DPWN Holdings (USA), Inc., and
Deutsche Post Beteiligungen Holding GmbH

CERTIFICATE OF SERVICE

This document was emailed to the following individuals on October 8, 2015:

Joshua Konecky
jkonecky@schneiderwallace.com
Nathan Pillar
npillar@schneiderwallace.com

Andrew J. Butcher

4819-0182-9417, v. 1

EXHIBIT 13

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated, Plaintiffs, vs. EXEL DIRECT, INC.; et al., Defendants.	Case No. 3:12-cv-04137-JCS
AND ALL CONSOLIDATED CASES.	Volume I

DEPOSITION OF TAFITI SHEKUR

Sacramento, California

Wednesday, August 20, 2014

Reported by: Heather M. Sturgis
CSR No. 11570

NDS Job No.: 165378

little rope and told me not to use the K-rail straps, so I purchased all this stuff and only used maybe three items off this tool list, drill, forearm straps and a dolly.

Q. Who told you that you needed to purchase those other items?

A. Justin and Jerry. The first day of work he told me, "No, you need this. You need this. You need this."

Q. And in paragraph 34 of the declaration you say you paid approximately $800, more or less, out of pocket to buy the tools listed here. How did you come up with the $800 amount?

A. Receipts.

Q. So you have receipts for those items?

A. Yes, sir.

Q. Did you turn those receipts over to your attorney?

A. I did.

Q. Do you recall taking any tax business deductions for the costs --

A. I didn't get into deductions.

Q. -- that you incurred?

A. I didn't make enough money.

Q. Why is that?

MR. KONECKY: Hang on. You're interrupting him. I mean, not intentionally. I think the delay is causing

STATE OF CALIFORNIA)
) ss:
COUNTY OF PLACER)

I, HEATHER M. STURGIS, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 11570, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was not requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____________, ____.

____

HEATHER M. STURGIS, CSR No. 11570

EXHIBIT 14

01/01/2010 00:32 FAX ☑002

CUSTOMER #: 82875

184622

INVOICE

FUTURE FORD OF SACRAMENTO
NOW AND FOR GENERATIONS TO COME
4625 Madison Avenue
Sacramento, CA 95841-2589
916-331-2875
BAR# AA-001874 EPA# CAD981875390
www.futurefordofsacramento.com

NAVARROS TRANSPORT LLC
[redacted]

PAGE 1

SERVICE ADVISOR: [redacted]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	95	ISUZU NRR	JALH6A128S3100015	7H66865	131502/131509	T9554

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02JAN95 DD	01JAN95		17:00 07APR09			CASH	07APR09

R.O. OPENED	READY	OPTIONS:
08:21 07APR09	10:35 07APR09	DLR:07884 ENG:7.1_Liter_Diesel

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A DROP OFF CUSTOMER STATES CHANGE ENGINE OIL AND FILTER LUBE CHASSIS			
TOP OFF ALL FLUID LEVELS INSPECT BELTS AND HOSES			
CAUSE: MAINTANCE			
83 A-SERVICE			
3551 ROYSTER,WILLIAM LIC#: 4711			
CIT1		46.95	46.95
1 2-90654-820-0 FILTER; OIL	20.12	20.12	20.12
1 1-13200-487-2 ELEMENT; OIL F	20.12	20.12	20.12
1 05089 BRAKLEEN	8.49	8.49	8.49
1 C2AZ*13466*C BULB	1.28	1.28	1.28
LUBE ENGINE OIL 15W40			
CO		53.79	53.79
MISC HAZ WASTE			
CIT1		4.50	4.50
COMPLETED LOF SERVICE REPLACED THE NEEDED MARKER LIGHT BULB THE			
REAR AXLE SEAL IS LEAKING CUSTOMER ADVISES			
**			
B MULTI POINT INSPECTION			
CAUSE: MAINTANCE			
99P MULTI POINT INSPECTION			
3551 ROYSTER,WILLIAM LIC#: 4711			
IMP			(N/C)
COMPLETED MULTI POINT INSPECTION SEE ATTATCHED WE COMPLETED LOF			
SERVICE REPLACED NEEDED MARKER LIGHT WE FOUND THE REAR AXLE SEAL			
LEAKING CUSTOMER ADVISED			
**			

PAID
APR 07 2009
Future Ford of Sacramento

EST: 150.00 07APR09 08:21 SA: 492

ALL PARTS ARE 'NEW' UNLESS INDICATED IN THE PART NUMBER SUFFIX BY AN 'X' OR 'RM' THESE ARE REBUILT. ANY QUESTIONS PLEASE CHECK WITH YOUR SERVICE ADVISOR.
THANK YOU

" I acknowledge notice and oral approval of an increase in the original estimated price. ______________
(signature or initials)"

It's never too late to see if your vehicle qualifies for an extended warranty. See a Finance Mgr. Today!

THANK YOU FOR YOUR BUSINESS
Furture Ford of Sacramento

ORIGINAL ESTIMATE	AUTHORIZED REVISED ESTIMATE
$	$

LABOR CHARGES ARE PER UNIT HOUR BASED UPON LABOR GUIDES AND OUR EXPERIENCE.

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of invoice.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	46.95
PARTS AMOUNT	50.01
GAS, OIL, LUBE	53.79
SUBLET AMOUNT	0.00
MISC. CHARGES	4.50
TOTAL CHARGES	155.25
LESS INSURANCE/DISC.	0.00
SALES TAX	9.09
PLEASE PAY THIS AMOUNT	164.34

CLASS000156

CUSTOMER COPY

01/01/2010 00:34 FAX 003

Authorized Remanufactured Ford Engines • Parts

PARTS STORE Motorcraft

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ISUZU TRUCK

DIRECT (916) 331-5290
DIRECT 1-(800) 541-2730
FAX LINE (916) 331-0749

www.futurefordofsacramento.com

MONDAY - FRIDAY
7:00 AM - 6:00 PM
SATURDAY
8:00 AM - 4:00 PM

YOUR COMPLETE PARTS WAREHOUSE FOR "ALL" FORD, ISUZU, HINO, NISSAN DIESEL AND LINCOLN MERCURY

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
07 OCT 09		07 OCT 09		146636

PREPAID

SOLD TO [redacted]

SHIP TO [redacted]

PAGE 1 OF 1

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	545		CASHWT	SACRAMENTO, CA

ORD	SHIP	B/O	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	175	1-13200-487-2	ELEMENT; O	14.40	11.00	11.00
1	1	179	2-90654-820-0	FILTER; OI	14.40	11.00	11.00
			Part number	2-90654-820-0		replaces	1-13240
1	1	179	2-90654-940-0	ELEMENT FU	15.84	12.67	12.67
			Part number	2-90654-940-0		replaces	1-13240
1	1	183	8-12490-155-0	FILTER; TR	6.02	4.82	4.82
			Part number	8-12490-155-0		replaces	1-32569
1	1		1-83127-049-1	SENSOR; SP	239.47	185.00	185.00
			*** ABOVE PART IS PREPAID ***				
			The following parts have been special ordered:				
		1	1-83127-049-1	SENSOR; SP			

PAID
OCT 07 2009
Future Ford of Sacramento

****WE APPRECIATE YOUR BUSINESS****
*****AND VALUE YOUR PATRONAGE!*****

PARTS	224.49
SUBLET	
FREIGHT	0.00
SALES TAX	19.64
TOTAL	$244.13

CUSTOMER'S SIGNATURE
X

NO RETURNS ON ELECTRICAL PARTS.
NO RETURNS AFTER 20 DAYS.
NO RETURNS ON SPECIAL ORDER PARTS.
NO REFUNDS WITHOUT THIS INVOICE.
20% HANDLING CHARGE ON ALL FORD AND 30% ON ISUZU, HINO AND UD RETURNED PARTS.
PARTS AND CORES MUST BE RETURNED IN ORIGINAL PACKAGING.

09:57

CUSTOMER COPY

CLASS000157

Capitol Clutch and Brake, Inc.

3100 Duluth Street
West Sacramento, CA 95691-2208
Phone: (916) 371-5970 (800) 727-3376
FAX (916) 371-6853
Hours: 6:30 A.M. - 5 P.M. Monday - Friday
www.ccbparts.com

Courteous
Competent
Businesspeople
Since 1966

QUOTATION ORDER

Page: 1

BILL TO
10
CASH ACCOUNT--'A'
WEST SACRAMENTO, CA 95691
000/000-0000

SHIP TO
10
CASH ACCOUNT--'A'
WEST SACRAMENTO, CA 95691
000/000-0000

OUR ORDER NO. W1*1502952 SALESMAN 53

INVOICE NUMBER

PLEASE REFER TO THIS NUMBER WHEN REMITTING

P.O. NO. 95! FSR 14:43:18 DATE 10-28-09 Ship Via:

LINE	PART NUMBER	DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BK.ORD.	CORE	SALES LIST	SALES COST	EXTENSION
	**** QUOTATION	******** QUOTATION	*********			QUOTATION	*********	QUOTATION	***
CCS	615	ISUZU SHOE 1420	4	4	0	25.00	52.98	35.32	141.28
CCS	616	1421 ISUZU SHOE	4	4	0	25.00	45.71	30.47	121.88

* *
* AT CCB, BRAKES AND CLUTCHES ARE OUR FOCUS! WE STOCK MANY ITEMS THAT
* ARE SOMETIMES HARD TO FIND: S-CAMS, BRACKETS, SPIDERS, AIR VALVES,
* CHAMBERS, SLACK ADJUSTERS, DRUMS AND ROTORS... AND MUCH MORE!!!! *

Checked by (CCB) ________ Delivered by ________

THANK YOU

Merchandise	263.16
Sales Tax	40.53
Core Total 200.00	
Total Due	503.69

Payment terms: Net 10th prox. Past due accounts will be charged 1-1/2% per month service charge. Accounts not paid by the end of the month in which due will be placed on C.O.D. status.

No returns after 90 days from date of invoice. Special Order Parts are Non-Returnable

All Returned Cores Must Be in Rebuildable Condition and Complete

Warranty Policy: Capitol Clutch & Brake, Inc. warrants all their products to be free from defects in material and workmanship under normal use and service for twelve (12) months from the date of installation. Any product that has a manufacturer warranty of more than twelve (12) months will be honored by Capitol Clutch & Brake, Inc. Capitol Clutch & Brake, Inc. reserves the right to examine all parts returned for a Warranty claim, to determine whether or not any such part failed because of a defect in material or in workmanship. The product will then be sent to the original Manufacturer for their analysis. The obligation under this warranty is limited to the replacement or credit of any part to be found to be defective at the option of Capitol Clutch & Brake, Inc. Capitol Clutch & Brake, Inc. is not responsible for any of their products that have been subject to misuse, abuse, improper application, improper installation, accident or normal wear. Our products are not guaranteed as to performance under any specific service conditions nor any specific period of time. Capitol Clutch & Brake, Inc. cannot and will not guarantee any product against wear. The liability of Capitol Clutch for breach of any warranty, expressed or implied, is limited, at our option, to refund the invoice value of the defective product or the replacement thereof. Capitol Clutch & Brake, Inc. **does not cover or include any Labor Charges, Incidental, Special or Consequential Damages.**

All Goods Returned Must Be Accompanied By This Invoice.

CASH/CHECK

Customer Signature X________

01/01/2010 00:35 FAX 005

Capitol Clutch and Brake, Inc.

3100 Duluth Street
West Sacramento, CA 95691-2208
Phone: (916) 371-5970 (800) 727-3376
FAX (916) 371-6853
Hours: 6:30 A.M. - 5 P.M. Monday - Friday
www.ccbparts.com

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Since 1966

INVOICE (REPRINT)

Page: 1

BILL TO:
10
CASH ACCOUNT--'A'
[redacted]
000/000-0000

SHIP TO:
10
CASH ACCOUNT--'A'
[redacted]
000/000-0000

OUR ORDER NO.: W1*1502892 SALESMAN 20

INVOICE NUMBER 1050531 PLEASE REFER TO THIS NUMBER WHEN REMITTING

P.O. NO. 12:18:16 DATE 10-28-09 Ship Via: W/C

LINE	PART NUMBER	DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BK.ORD.	CORE	SALES LIST	SALES COST	EXTENSION
CCM	2040	FRR REAR OIL SE	1	1	0		68.45	42.55	42.55
NAT	710087	SEAL	1	1	0		40.34	22.39	22.39
BOW	513045	BEARING	1	1	0		98.46	54.65	54.65
BOW	513046	WHEEL BEARING	2	2	0		119.75	66.46	132.92

* *
* AT CCB, BRAKES AND CLUTCHES ARE OUR FOCUS! WE STOCK MANY ITEMS THAT
* ARE SOMETIMES HARD TO FIND: S-CAMS, BRACKETS, SPIDERS, AIR VALVES,
* CHAMBERS, SLACK ADJUSTERS, DRUMS AND ROTORS... AND MUCH MORE!!!! *

Checked by (CCB) ____________ Delivered by ____________

OCT 28 2009

PAID BY VISA/MC

THANK YOU

Merchandise	252.51
Sales Tax	22.09
Core Total 0.00	
Total Due	274.60

Payment terms: Net 10th prox. Past due accounts will be charged 1-1/2% per month service charge. Accounts not paid by the end of the month in which due will be placed on C.O.D. status.

No returns after 90 days from date of invoice. Special Order Parts are Non-Returnable

All Returned Cores Must Be in Rebuildable Condition and Complete

Warranty Policy: Capitol Clutch & Brake, Inc. warrants all their products to be free from defects in material and workmanship under normal use and service for twelve (12) months from the date of installation. Any product that has a manufacturer warranty of more than twelve (12) months will be honored by Capitol Clutch & Brake, Inc. Capitol Clutch & Brake, Inc. reserves the right to examine all parts returned for a Warranty claim, to determine whether or not any such part failed because of a defect in material or in workmanship. The product will then be sent to the original Manufacturer for their analysis. The obligation under this warranty is limited to the replacement or credit of any part to be found to be defective at the option of Capitol Clutch & Brake, Inc. Capitol Clutch & Brake, Inc. is not responsible for any of their products that have been subject to misuse, abuse, improper application, improper installation, accident or normal wear. Our products are not guaranteed as to performance under any specific service conditions nor any specific period of time. Capitol Clutch & Brake, Inc. cannot and will not guarantee any product against wear. The liability of Capitol Clutch for breach of any warranty, expressed or implied, is limited, at our option, to refund the invoice value of the defective product or the replacement thereof. Capitol Clutch & Brake, Inc. does not cover or include any Labor Charges, Incidental, Special or Consequential Damages.

VISA CARD

All Goods Returned Must Be Accompanied By This Invoice.

Customer Signature X ____________

bmh Equ Inc.
1217 Bl ' Dr.
Sacram , 95815
(916) 9:

FAX: (916) 922-8820
FREE: (800)350-8828

bmh equipment inc

Invoice Number: 0002752-IN
Invoice Date: 12/8/2008
Order Number:
Order Date

Page: 1

INVOICE

Customer Number: CASHTX

Sold To:
CASH TAXABLE
*********CHECK SALES TAX******

Ship To:
[redacted]

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms
			PREPAY

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
560-20	EA	2.00	2.00	0.00	14.52	29.04

NOTES:

Net Invoice:	29.04
Less Discount:	0.00
Freight:	0.00
Sales Tax:	2.26
Invoice Total:	31.30
Less Deposit:	31.30
Invoice Balance:	0.00

01/01/2010 00:36 FAX 007

HD Distribution Co.

[redacted]

Invoice

Invoice Date	Page
Sep 4, 2009	1

Invoice Number
142855

Please Pay Per This Document
This Invoice is Due by
09/04/09

Sold To:
Cash Customer

Ship To:
Cash Customer

[redacted]

Terms	Customer No.	Salesperson	PO Number	Ship Via
Cash	CASH	HDD		WC

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	LOC	Description	Unit Price	Extended Price
1	1	0	59292		OPERATOR #3 SPG.	90.37	90.37
1	1	0	51044	E	CABLE - DOOR 110" - Todco (Sold/pair)	15.11	15.11

Received by ______________________ Date ______________

Comments:

Subtotal	105.48
Total sales tax	9.22
Amount due	114.70

MGRANDON

CLASS000161

01/01/2010 00:36 FAX 008

PARTS STORE
Motorcraft

HINO

FUTURE FORD OF SACRAMENTO

NOW AND FOR GENERATIONS TO COME

4625 Madison Avenue
Sacramento, CA 95841-2589

Authorized Remanufactured Ford Engines - Parts

ISUZU TRUCK

DIRECT (916) 331-5290
DIRECT 1-(800) 541-2730
FAX LINE (916) 331-0749

www.futurefordofsacramento.com

MONDAY - FRIDAY
7:00 AM - 6:00 PM
SATURDAY
8:00 AM - 4:00 PM

YOUR COMPLETE PARTS WAREHOUSE FOR "ALL" FORD, ISUZU, HINO, NISSAN DIESEL AND LINCOLN MERCURY

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
02 JUL 09	VIN#S3700015	08 JUL 09		139957

SOLD TO
ACCOUNT NO. 82875
(707) 294-4947
NAVARROS TRANSPORT LLC
[redacted]

SHIP TO
PAGE 1 OF 1
NAVARROS TRANSPORT LLC
[redacted]

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	992		CASHWT	SACRAMENTO, CA

ORD.	SHIP	B/O	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1		2-91009-400-0	TURBO W/O	1752.73	1402.18	1,402.18
			Part number	2-91009-400-0		replaces	8-94394
			CORE DEPOSIT			200.00	200.00

PAID JUL 08 2009
Future Ford of Sacramento

****WE APPRECIATE YOUR BUSINESS****
*****AND VALUE YOUR PATRONAGE!*****

CUSTOMER'S SIGNATURE
X

PARTS	1,602.18
SUBLET	
FREIGHT	0.00
SALES TAX	140.19
TOTAL	$1,742.37

NO RETURNS ON ELECTRICAL PARTS.
NO RETURNS AFTER 20 DAYS.
NO RETURNS ON SPECIAL ORDER PARTS.
NO REFUNDS WITHOUT THIS INVOICE.
20% HANDLING CHARGE ON ALL FORD AND 30% ON ISUZU, HINO AND UD RETURNED PARTS.
PARTS AND CORES MUST BE RETURNED IN ORIGINAL PACKAGING.

13:15

CUSTOMER COPY

** INVOICE **

TDW TIRE DEALERS WAREHOUSE

REMIT TO:

THE HERCULES TIRE & RUBBER COMPANY
DBA TIRE DEALERS WAREHOUSE - LA
1714 ANDERSON AVENUE
COMPTON, CA 90220
310-631-8200 Fax 310-605-0693

INVOICE DATE	INVOICE NUMBER	PAGE NO.
08/03/2009	[redacted]	1
TERMS DESCRIPTION		
4% COD		

BILL TO:
FAST WHEEL & TIRES SERVICE
[redacted]

SHIP TO:
FAST WHEEL & TIRES SERVICE
[redacted]

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESMAN	SHIP FROM	SHIP VIA
[redacted]	WC	TDW	[redacted]	7	WC WILL CALL

PART NUMBER	DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE	UNIT F.E.T.	EXTENDED AMOUNT
10R22.5/14	1649613 10R22.5/14	2	2	215.5450	20.51	472.11
	KRS02 PREM HWY A/P RIB KUMHO		[redacted]			
	QUANTITY TOTALS	2				

CHECK # ____________ CASH [redacted]
Thank You for YOUR BUSIN
NOW OPEN SATURDAY 8am to 1pm ****
Order ONLINE & Check Stock 24/7 @
TDWONLINE.NET ****

MERCHANDISE TOTAL	SPECIAL CHARGES	EXCISE TAX	SALES TAX	GROSS INV AMOUNT
431.09	0.00	41.02	0.00	472.11

Invoices not paid within terms will be subject to a late payment charge of 1.5% per month or 18% per annum.

If payment is received by: TODAY
Pay Amount: 454.87
Discount amount of $ 17.24 applied.

CUSTOMER COPY

CLASS000163

New Haven moving equipment

ORDER CONFIRMATION

BILL TO:
CASH SALES FOR SAN LEANDRO
[redacted]

SHIP TO:
PEDRO NAVARRO
[redacted]

SALES ORDER NO:
00843547-0

SHIP DATE	SHIP VIA	F.O.B.	TERMS	CUSTOMER NO	WAREHOUSE LOCATION
1/16/2009	WILL CALL - SL		COD	2CA08	San Leandro

PURCHASE ORDER NO	ORDER DATE	PHONE	SALES ORDER NO.	SALESPERSON
	1/16/2009		00843547-0	MAH

QUANTITY B.O.	QUANTITY REQ.	QUANTITY SHIPPED	UOM	Part Number	Description	UNIT PRICE	EXTENDED PRICE
	2	2	RL	NH543-1	TUBULAR TIE WEBBING WHITE POLY 1"x150'	14.800	29.60
	2	2	DZ	NH200CS7280	STORAGE PAD NON-WOVEN 72x80	86.000	172.00
	2	2	EA	NH206-40	OFFICE MOVE DOLLY w/ 4" CASTERS	50.500	101.00

Sub Total	$302.60
Sales Tax	26.48
TOTAL DUE	$329.08

Thank you for your business - we care about your success

New Haven Moving Equipment Corp. at Los Angeles 13571 Vaughn St., Bldg E, San Fernando, CA 91340 Phone 213-749-8181 800-421-8700
New Haven Moving Equipment Corp. at San Leandro 1501 Doolittle Dr., Suite F, San Leandro, CA 94577-2251 Phone 510-562-2563 800-624-7950
New Haven Moving Equipment Corp. at Phoenix 214 N. 47th Avenue, Phoenix, AZ 85043-8301 Phone 602-484-0408 877-643-7237
New Haven Moving Equipment Corp. at Seattle 8451 S 208th St., Building N, Kent, WA 98032 Phone 253-872-0974 800-348-7237

01/01/2010 00:37 FAX 011

PARTS STORE Motorcraft

Authorized Remanufactured Engines - Parts

FUTURE FORD OF SACRAMENTO

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4625 Madison Avenue
Sacramento, CA 95841-2589

HINO

ISUZU TRUCK

DIRECT (916) 331-5290
DIRECT 1-(800) 541-2730
FAX LINE (916) 331-0749

MONDAY - FRIDAY
7:00 AM - 6:00 PM
SATURDAY
8:00 AM - 4:00 PM

www.futurefordofsacramento.com

YOUR COMPLETE PARTS WAREHOUSE FOR "ALL" FORD, ISUZU, HINO, NISSAN DIESEL AND LINCOLN MERCURY

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
11 NOV 08	S3100015	12 NOV 08		124606

SOLD TO: ACCOUNT NO. 82875
[redacted]
NAVARROS TRANSPORT LLC
[redacted]

SHIP TO: PAGE 1 OF 1
NAVARROS TRANSPORT LLC
[redacted]

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
PEDRO	234		CASHWT	SACRAMENTO, CA

QUANTITY ORD	SHIP	B/O	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	719	2-91123-420-0	STARTE W/O	632.08	549.89	549.89
			CORE DEPOSIT			75.00	75.00

PAID Debit
NOV 12 2008
Future Ford of Sacramento

****WE APPRECIATE YOUR BUSINESS****
*****AND VALUE YOUR PATRONAGE!*****

PARTS	624.89
SUBLET	
FREIGHT	0.00
SALES TAX	42.62
TOTAL	$667.51

CUSTOMER'S SIGNATURE
X

NO RETURNS ON ELECTRICAL PARTS.
NO RETURNS AFTER 20 DAYS.
NO RETURNS ON SPECIAL ORDER PARTS.
NO REFUNDS WITHOUT THIS INVOICE.
20% HANDLING CHARGE ON ALL FORD AND 30% ON ISUZU, HINO AND UD RETURNED PARTS.
PARTS AND CORES MUST BE RETURNED IN ORIGINAL PACKAGING.

09:56

CUSTOMER COPY

bmh Equipment Inc.
1217 Blumenfeld Dr.
Sacramento, CA 95815
(916) 922-8828

FAX: (916) 922-8820
FREE: (800)350-8828

equipment inc bmh

Invoice Number: 0002314-IN
Invoice Date: 8/25/2008
Order Number: 0017146
Order Date 8/25/2008
Salesperson House Account
Page: 1

CREDIT INVOICE

Customer Number: HAY120

Bill To:
DIAKON LOGISTICS
[redacted]

Ship To:
Pedro
[redacted]

Confirm To:
Perdro

Customer P.O.	Ship VIA	F.O.B.	Terms
	WC		UPON RECEIPT

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
1404 APPLIANCE TRUCK	EA	1.00	1.00	0.00	215.20	215.20

NOTES:

Net Invoice:	215.20
Less Discount:	0.00
Freight:	0.00
Sales Tax:	16.68
Invoice Total:	231.88
Less Deposit:	231.88
Invoice Balance:	0.00

THANK YOU TOTAL 650 TAX 48 DISPOSAL FEE 3 WASTE DISPOSAL SUBLET REPAIRS GAS, OIL AND GREASE ACCESSORIES TOTAL PARTS 550 TOTAL LABOR 50

AMOUNT 50 DIFF.

ODOMETER OUT ODOMETER IN DATE 04/11/08 PROMISED A.M. P.M.

663365

Tires $650.00 3627

CLASS000166

STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

DEPARTMENT OF MOTOR VEHICLES
MOTOR CARRIER SERVICES BRANCH MS G875
P.O. BOX 932370 Sacramento, CA. 94232-3700
(916) 657-8153

08/15/2008

MCP CUSTOMER RECEIPT

NAVARROS TRANSPORT LLC
[redacted]

DATE ISSUED: 14-AUG-08
[redacted]

Cash	$.00
Check/Money Order	$120.00
S/1 Credit	$.00
MCP Credit	$.00
Manual Credit	$.00
Multiple Credit	$.00
Amount Refunded	$.00

AMOUNT DUE:	$120.00
AMOUNT RECV'D:	$120.00

TOTAL PAYMENT: $120.00

DBAs:

15408142008SC0006MCO120.00

THIS IS NOT AN OPERATING PERMIT

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

MCoywrrp

1800 32-604

SPP

[redacted]

Pedro Navarro

SEARS
FAIRFIELD - A 01159
1420 TRAVIS BLVD
FAIRFIELD, CA 94533-3425
707-432-2000

RETAIN FOR COMPARISON
WITH MONTHLY STATEMENT

SALESCHECK #
011595513122

REWARDS CARD #: XXXXXXXXXXXX8880
CUSTOMER: PEDRO NAVARRO

TRAN#	PG/STORE	REG#	ASSOC#
3122	10 01159	551	31841

EXCHANGE

DATE SOLD: 03/14/11 SOLD BY: 007617
SALES CHECK: 011595522206
9 22874991 12V 3 81 D SRV 59.88T-
UPC: 0717709010055
SUBTOTAL 59.88 -
END OF RETURNED MERCHANDISE----
9 11550 DRILL/DRIV SAL 99.99T
UPC: 033287140527
QUANTITY: 1
INSTANT REBATE: 10.00/M
892009 PURCH PROTCT 15.00
SUBTOTAL 55.11
TAX 3.36
CARD TYPE: DEBIT CARD
ACCT #: W6876
03/23/11 DEBIT TOTAL 58.47

RC: 1029-8861-2730-0969-0619

SPP CONTACT NUMBER: [redacted]
SPP WEB CLAIMS:
www.searspurchaseprotect.com

THIS PURCHASE REFLECTS AN INSTANT
GIFT CARD REBATE

GIFT CARD: W606713648892XXXX
AMOUNT: 10.00

THE FOLLOWING TENDER(S) PLUS TAX PAID
FROM THE RETURNED MERCHANDISE HAVE
BEEN APPLIED TO YOUR PURCHASE
THIRD PARTY CREDIT 59.88

****

CLASS000168

014

01/01/2010 00:38 FAX

RIVERA TIRE & ROAD SERVICE

Tires

3627

2956 Baumberg Ave.
HAYWARD, CA 94545
Shop (510) 781-0202
Fax (510) 781-0291
Cell (510) 867-0658

$ 650.00

NAME	Pedro Navarro
ADDRESS	[redacted]
CUSTOMER'S ORDER NO.	
DATE	04/11/08
ORDER WRITTEN BY	J
PROMISED	A.M. / P.M.
BUS. PHONE	Same
EXT.	
ODOMETER IN	
ODOMETER OUT	
YEAR, MAKE AND MODEL	Isuzu 95
LICENSE NUMBER	7H66865
UNIT #	
MOTOR NUMBER	
VIN #	

QTY.	PART NO. AND DESCRIPTION	PRICE	
2	New Tire 10R22.5 Cordova 4 PAL	550	00
	PAID CASH $125.00		
	Paid Cash $400		
(MAY BE CONTINUED ON OTHER SIDE)	TOTAL PARTS	550	—

ACCESSORIES		
TOTAL ACCESSORIES		

DESCRIPTION OF WORK	AMOUNT	
☐ LUBE ☐ CHANGE OIL ☐ OIL FILTER ☐ TUNE-UP ☐ TRANS. ☐ DIFF.		
(2) Mount Dismount RF LF	50	—
Discount	(1	62)

____ LITERS/GALS. OF GAS @	TOTAL LABOR	50 —
____ LITERS/QTS. OF OIL @	TOTAL PARTS	550 —
____ kg/LBS. OF GREASE @	ACCESSORIES	
	GAS, OIL AND GREASE	
	SUBLET REPAIRS	
	EPA/WASTE DISPOSAL	Ø
	DISPOSAL FEE	3 50
	TAX	48 12
	TOTAL	650 —
	THANK YOU	

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is also understood that you will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond your control.

SAVE OLD PARTS ☐ YES ☐ NO

SIGNATURE [signature]

CLASS000169

01/01/2010 00:38 FAX ☑015

EXHIBIT 15

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,)
Plaintiffs,)
vs.) Case No. 3:12-cv-04137-JCS
EXEL DIRECT, INC.; et al.,)
Defendants.)

AND ALL CONSOLIDATED CASES.)

DEPOSITION OF BYRON CIFUENTES

San Diego, California

Wednesday, June 3, 2015

Reported by: Stefanie A. Landa
CSR No. 7332
NDS Job No.: 172412

Q. And when you refer to "Exel," the same company as MXD?

A. Yes.

Q. Other than the hauling appliances for MXD, does Cifuentes Trucking truck product for any other companies?

A. Yes, I do.

Q. What other companies does Cifuentes Trucking transport property for?

A. I transport property for CEVA Logistics.

Q. Any others?

A. No.

Q. How long have you been transporting property for CEVA Logistics?

A. Three years.

Q. And what kind of property is being transported for CEVA Logistics?

A. Freight and also appliances.

Q. On the appliance side, what type of appliances are you transporting for CEVA Logistics?

A. Home appliances.

Q. Home appliances for a particular retail customer?

A. Home Depot.

Q. And when you say that you would also haul

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

I, STEFANIE A. LANDA, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 7332, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was not requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of __________, ____.

____

STEFANIE A. LANDA, CSR No. 7332

EXHIBIT 16

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	
vs.	)	Consolidated Cases:
	)	3:12-cv-04137-JCS
EXEL DIRECT, INC.; et al.,	)	4:13-cv-03091-JCS
Defendants.	)	
AND ALL CONSOLIDATED CASES.	)	

DEPOSITION OF MAURICIO A. TORRES

San Francisco, California

Wednesday, June 24, 2015

Reported by: Kathy Kollehner
CSR No. 4102
NDS Job No.: 173129

you should go ahead and respond to the question that I've asked, despite the fact that an objection has been made.

A. That's fine.

Q. So what is your role with M&R Trucking?

A. I am the owner of M&R Trucking.

Q. And you own a hundred percent of the company?

A. Yes.

Q. Does M&R Trucking have a contract to provide delivery services with MXD?

A. Yes.

Q. Does M&R currently provide delivery services for any company other than MXD?

A. No.

Q. Has M&R Trucking provided delivery services for any company other than MXD in the past?

A. Yes.

Q. What other companies has M&R Trucking provided delivery services for?

A. For Infinity Logistics and 3PD.

Q. Does M&R Trucking also provide delivery services for Expo?

A. Yes. At that time my representative was 3PD.

Q. And what is Expo?

A. Expo was appliances and tile and furniture

STATE OF CALIFORNIA)
) ss:
COUNTY OF CONTRA COSTA)

I, KATHY KOLLEHNER, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 4102, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was not requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of __________, ____.

____

KATHY KOLLEHNER, CSR No. 4102

EXHIBIT 17

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,	)
Plaintiffs,	)
vs.	) Case No. 3:12-cv-04137-JCS
EXEL DIRECT, INC.; et al.,	) Volume I
Defendants.	)
AND ALL CONSOLIDATED CASES.	)

DEPOSITION OF MIGUEL A. JAUREGUI

San Diego, California

Friday, August 22, 2014

Reported by: Daniel P. Figaro
CSR No. 12974
NDS Job No.: 164701

MS. POPPLER: Objection. Privacy. Not reasonably calculated to lead to the discovery of admissible evidence.

BY MR. WRIGHT:

Q You can answer.

A I believe it was -- I don't remember.

Q Did you file tax returns as an independent contractor?

MS. POPPLER: Objection. Not reasonably calculated to lead to the discovery of admissible evidence. Vague and ambiguous. Calls for a legal conclusion.

THE WITNESS: As an independent driver, I did.

BY MR. WRIGHT:

Q Did you take business tax deductions during your time that you contracted with Exel Direct?

MS. POPPLER: Objection. Vague and ambiguous.

THE WITNESS: Business tax deductions? I don't -- I'm not understanding. Did I file my taxes? If that's the question, I did.

BY MR. WRIGHT:

Q Did you take deductions for business expenses you incurred in providing services to Exel Direct?

A Oh, yeah. Like money I spent to run my truck? Yes.

Q And what are those deductions that you took?

A Truck payment, fuel cost, paying a helper, insurance, any claims that might have occurred, basically.

Q Any others?

A That I can remember right now, that's it. And the taxes. I obviously paid my taxes, the deductions.

Q Did you file tax returns on behalf of Prompt Delivery?

(Telephone interruption.)

MS. POPPLER: Objection.

THE WITNESS: That's my boss.

MS. POPPLER: Objection. Privacy. Not reasonably calculated to lead to the discovery of admissible evidence.

THE WITNESS: When we get a chance, can we take a break? That's one of my supervisors calling me. But we can continue. Just --

MR. WRIGHT: Yeah. I'll finish up this line of questioning.

THE WITNESS: I'll call him back.

MR. WRIGHT: Could you repeat the question?

(The pending question was read.)

THE WITNESS: I believe -- yes. Yes.

\\\

THE WITNESS: Expenses that I -- I thought I answered that one earlier. Expenses did I incur?

BY MR. WRIGHT:

Q Earlier we talked about expenses you took deductions for.

A I'll reanswer it. Basically the truck payment, fuel, helper, taxes, claims, uniforms, equipment that I might need to perform the duties. Basically, I think that's it.

Q Any others?

A That I can think of right now.

Q What do you mean by equipment?

A Dolly, drill bits, channel locks, stuff -- tools that we use to perform the deliveries.

Q Did you maintain receipts of the expenses you just listed?

A Oh, yeah.

Q Did you personally pay any of the expenses, or did Prompt Delivery pay the expenses?

A From my understanding, it's the same. I mean, I -- I file my taxes as Prompt Delivery, yeah. So --

Q Did you help -- I'm sorry. Go ahead.

A No. I just file one taxes. I just -- under the business, I guess you could say, because that's where my money comes from. So I don't file, like, two

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

I, DANIEL P. FIGARO, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 12974, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was not requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of ______________, ____.

____

DANIEL P. FIGARO, CSR No. 12974

EXHIBIT 18

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,	)
Plaintiffs,	)
vs.	) Case No. 3:12-cv-04137-JCS
EXEL DIRECT, INC.; et al.,	)
Defendants.	)
AND ALL CONSOLIDATED CASES.	)

DEPOSITION OF HERMAN OLEN JOHNSON

Sacramento, California

Wednesday, August 13, 2014

Reported by: Heather M. Sturgis
CSR No. 11570

NDS Job No.: 164702

A. Correct.
Q. You wouldn't know if they stopped for meals?
A. (Shaking head.)
Q. No?
A. No.
Q. You wouldn't know if they took a break after a delivery?
A. (Nodding head.)
Q. She can't get a head nod.
A. No. Sorry.
Q. She's good, but she can't get a head nod.
Did you pay your brother by cash or check?
A. Both.
Q. Did the check come from Herman or Daddies Trucking?
A. I honestly don't recall.
Q. Did you take deductions on your taxes for the amounts you pay your drivers and helpers?
A. Did I take deductions?
Q. Yes, sir.
A. As far as did I have to pay for the taxes for those guys?
Q. No. When you filed your own personal taxes --
A. Yes.
Q. -- and you said, "I have this much income from my

work for Exel Direct," did you also include the expenses that you paid, such as for the other drivers, the helpers, your fuel?

A. Yes, I did.

Q. And that resulted in you paying less taxes than you would have paid if you hadn't taken those deductions; is that your understanding?

MS. COON: Objection. Speculation.

THE WITNESS: I don't know. My taxes were a mess.

BY MS. CASH:

Q. You had your taxes prepared for you by someone else?

A. Yes.

Q. And you provided all your receipts for fuel?

A. No.

Q. What information did you provide regarding your expenses?

MS. COON: Objection. Overbroad.

THE WITNESS: I didn't --

BY MS. CASH:

Q. You can answer.

A. -- keep everything. It was a new business. I didn't know what I was doing really, so I missed out on a lot of potential things.

STATE OF CALIFORNIA)
) ss:
COUNTY OF PLACER)

I, HEATHER M. STURGIS, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 11570, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was not requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of ______________, ____.

____

HEATHER M. STURGIS, CSR No. 11570

EXHIBIT 19

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DANIEL VILLALPANDO, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

EXEL DIRECT, INC.; et al.,

Defendants.

AND ALL CONSOLIDATED CASES.

Consolidated Cases:
3:12-cv-04137-JCS
4:13-cv-03091-JCS

DEPOSITION OF EDMUNDO VEGA

Wednesday, June 10, 2015

Pasadena, California

Reported by: Alla Ponto
CSR No. 11046
NDS Job No.: 172675

A. Yes.

Q. Is it the same thing for helpers? You pay them $100 because you have to pay that amount to be competitive with the other contractors?

MR. KONECKY: Objection. Excuse me. Vague and ambiguous as to "be competitive." Argumentative.

THE WITNESS: Yes.

BY MS. CASH:

Q. Do you own any other businesses besides E & J Trucking?

A. No, I don't.

Q. Do you have any other employment besides E & J Trucking?

A. No.

Q. Do you file tax returns for E & J Trucking?

A. Do I file taxes?

Q. Yes, sir.

A. Yes, I do.

Q. Under your individual name or the company's name?

A. Company's name.

Q. Do you take deductions for your business expenses?

A. Yes, I do.

Q. That's for all of the trucks that you own or operate under E & J Trucking?

A. Yes.

Q. It's also for your labor costs?

A. Yes.

Q. And you take deductions for your insurance and fuel?

A. Yes.

Q. You take deductions for any other expenses you have in operating the trucks?

MR. KONECKY: Overbroad; vague and ambiguous.

THE WITNESS: Yes.

BY MS. CASH:

Q. What are the other deductions that you take that I didn't list?

So I listed trucks, labor costs, fuel, and insurance.

What others?

A. Workers' comp.

Q. Workers' comp. What else that you can think of?

A. I think it's it.

Q. That's it?

A. I think that's it.

Q. E & J Trucking is currently under contract with MXD; is that correct?

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I, ALLA PONTO, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 11046, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true and accurate record of the proceedings and testimony to the best of my skill and ability;

That prior to the completion of the foregoing deposition, review of the transcript was requested.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of ________, ____.

____

ALLA PONTO, CSR No. 11046

EXHIBIT 20

INDEPENDENT TRUCKMAN'S AGREEMENT

This Agreement is made this _____ day of ____________, 20____ in the County of _____________, State of ___________________________, between Exel Direct Inc. (Exel Direct), a California corporation ("COMPANY") and ____ (name) ____________________________________ (D/B/A) collectively referred to as ("CONTRACTOR"), as follows:

1. **CONTRACTOR'S General Duties**. When requested by COMPANY, CONTRACTOR in a good and workmanlike manner will deliver consumer items for COMPANY'S customers and perform such other transportation and related services as may be necessary to serve COMPANY'S customers.

2. **Duration**. This Agreement shall become effective on the date inserted in the first sentence of this Agreement and shall remain in effect for a period of one (1) year. Thereafter, it shall be effective from year-to-year unless sooner terminated in accordance with Paragraph 3.

3. **Termination**. This Agreement may be terminated at any time: (a) by mutual consent; (b) by the insolvency of CONTRACTOR pursuant to Paragraph 12 of this Agreement; (c) without cause upon either party giving the other sixty (60) days written notice of termination; or (d) with cause upon the breach of this Agreement by either of the parties. Upon any termination without cause under Subsection (c), CONTRACTOR, at COMPANY'S option, may be transferred to another location then being served by the COMPANY. Failure of CONTRACTOR to comply with the transfer, shall constitute a breach of this Agreement. Upon any termination for cause under Subsection (d), CONTRACTOR shall not be entitled to the sixty (60) days notice provided under Subsection (c).

4. **Payment**. CONTRACTOR shall receive payment for services in accordance with the schedule attached as Exhibit A.

5. **Expenses**. CONTRACTOR shall provide its own vehicle and shall pay all costs attendant to its operation and maintenance. In the event of any conflict between the terms of this Agreement and any vehicle lease between COMPANY and CONTRACTOR, the terms of this Agreement shall govern.

6. **Insurance**. CONTRACTOR will carry at its own expense public liability and property damage insurance upon any vehicles or other equipment used by it in carrying out its duties under this Agreement. The insurance shall be in an amount consistent with minimum COMPANY requirements.

7. **Labor and Hold Harmless**. CONTRACTOR shall, at its own expense: (a) furnish whatever labor is necessary to provide delivery services to COMPANY'S customers; and (b) provide Worker's Compensation and Employer's Liability Insurance. CONTRACTOR shall also be responsible for the payment of wages and social security and withholding taxes for any of its employees. CONTRACTOR shall hold COMPANY harmless from any liability resulting from injury or death of persons driving, operating, repairing, maintaining, loading or unloading CONTRACTOR'S equipment.

8. **Loss or Damage**. CONTRACTOR will be liable for loss or damage to items intended for transport which are in CONTRACTOR'S possession or under its dominion and control.

9. **Control and Exclusive Use**. In performing services under this Agreement, CONTRACTOR will direct the operation of any equipment in all respects and will determine the means of performance including but not limited to such matters as choice of any routes, points of service of equipment, rest stops, and timing and scheduling of customer deliveries. The parties intend to create an independent contractor relationship and not an employer-employee relationship.

10. **Bond**. CONTRACTOR agrees to post a Cash Performance Bond with COMPANY prior to commencing operations under this Agreement. COMPANY will hold the Cash Performance Bond during the period this Agreement remains in effect and for forty-five (45) days thereafter. COMPANY shall pay interest on such Bond at an amount to be periodically determined.

11. **Laws**. CONTRACTOR agrees to comply with all federal, state and local laws, rules and regulations pertaining to its performance under this Agreement.

12. **Insolvency**. Any action, voluntarily or involuntarily, against CONTRACTOR under any bankruptcy or insolvency proceedings or any assignment for benefit of creditors by CONTRACTOR, shall constitute a breach of this Agreement.

13. **Invalidity**. In the event any provision of this Agreement shall be held to be invalid, it shall not affect the validity of the remainder of this Agreement.

14. **Notice**. Any written notice required by the terms of this Agreement shall be given either by personal delivery or by mail.

15. **Confidential Information and Non-Solicitation**.

A. Confidential Information - During the term of this Agreement, CONTRACTOR will have access to confidential information which is regularly used in the operation of COMPANY'S business. CONTRACTOR shall not disclose such confidential information to any third parties or use it in any way, either during the term of this Agreement or at any time thereafter except as required in the course of CONTRACTOR'S performance under this Agreement.

B. Solicitation After Termination of Contract - CONTRACTOR shall not for a period of one (1) year immediately following the termination of this Agreement, either directly or indirectly:

(1) Use for itself or make known to any other person, firm or corporation the names or addresses of any of COMPANY'S customers, contractors, employees or any other information pertaining to them; or

(2) Call on or attempt to call on, solicit, take away or hire any of COMPANY'S customers, contractors or employees, either for itself or for any other person, firm or corporation.

C. Injunctive Relief. In the event CONTRACTOR attempts to violate any provision of this Paragraph 15, CONTRACTOR agrees that COMPANY in addition to any other rights or remedies it may have, shall be entitled to injunctive or other equitable relief.

16. **Arbitration**. Except as set forth below, CONTRACTOR agrees to submit to final and binding arbitration any and all claims and causes of action which CONTRACTOR may have against the COMPANY and its affiliates and subsidiaries or officers, directors, employees, agents and representatives thereof, including claims and causes of action which arose prior to the execution of this Agreement. Similarly, COMPANY and its subsidiaries agree to submit to final and binding arbitration any and all claims and causes of action which they may have against CONTRACTOR, including claims and causes of action which arose prior to the execution of this Agreement. This arbitration provision includes all tort claims and all claims based on an alleged violation of statute or public policy. In order to be timely, a CONTRACTOR'S request for arbitration must be submitted to Exel Direct Inc., 570 Polaris Parkway, Westerville, Ohio 43082, Attention: Legal Department, in writing, within the applicable statute of limitation provided by law. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). If the parties are unable to agree upon an arbitrator, either party may request a panel of arbitrators from the AAA with experience in the transportation industry. The arbitrator may award any relief which could be awarded by a court of law based on the same claims, and the arbitrator shall assess fees and costs in accordance with applicable law. The legal basis for this arbitration provision is the state laws governing arbitration in the state in which CONTRACTOR performs services under this Agreement. If CONTRACTOR performs services in more than one state, the laws in the state in which CONTRACTOR makes the most deliveries shall govern. It is agreed that no class or consolidated class actions will be available under the arbitration procedures. NOTE: This arbitration provision constitutes a waiver of CONTRACTOR'S right to a jury trial.

17. **Complete Agreement**. This Agreement contains the entire understanding between the parties and supersedes any prior agreement between the parties concerning the subject matter of this Agreement.

18. **Governing Law**. This Agreement and any dispute thereunder shall be governed by the laws of the State of Ohio.

EXEL DIRECT INC.

By: ______________________________

____
(print name)

CONTRACTOR:

By: ______________________________
(signature)

____
(print name)

____
(d/b/a)

____
(FEIN)

ACCEPTANCE BY CORPORATE OFFICE

This Agreement shall not be binding upon COMPANY until signed by an authorized individual at the COMPANY'S office in Westerville, Ohio.

By:

______________________________/______________________________
(print name) (signature)

Case3:12-cv-04137-JCS Document142-14 Filed07/21/14 Page5 of 5

EXHIBIT A

COMPENSATION SCHEDULE

CONTRACTOR will receive a minimum of sixty percent (60%) of hauling revenue. The term "hauling revenue" shall be interpreted in accordance with the COMPANY'S established accounting practices and past practices. Hauling revenue does not include compensation for services above and beyond basic delivery services. For example, compensation for routing and supervision, overhead, customer relations, order fulfillment, pre-notification, cross-dock operations, transportation management, intercompany transfer and warehouse operations, among other things, are not considered elements of hauling revenue. In addition, CONTRACTOR's compensation may include additional payments for authorized accessorial services, such as enhanced installation. The COMPANY reserves the right to update its accounting practices to reflect changes in client operations and requirements. Any payments to CONTRACTOR above sixty percent (60%) of hauling revenue shall be considered as a temporary adjustment only, and may thereafter be reduced to not less than sixty percent (60%) at the sole discretion of the COMPANY.

EXEL DIRECT INC.

By:______________________________

____
(print name)

CONTRACTOR:

By: ______________________________
(signature)

____
(print name)

____
(d/b/a)

EXHIBIT 21

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

No. 3:12-cv-04137-JCS

No. 4:13-cv-03091-JCS

- -

VILLALPANDO, individually and on behalf of all others similarly situated,

Plaintiffs

vs.

EXEL DIRECT; DPWN HOLDINGS (USA), INC.; DEUTSCHE POST BETEILIGUNGEN HOLDING GMBH; EUROMARKET DESIGNS, INC. d/b/a OFFICE DEPOT, INC.; WILLIAMS-SONOMA, INC.; LA-Z-BOY, INC.; RESTORATION HARDWARE HOLDINGS INC., d/b/a RESTORATION HARDWARE; IKEA, INC.,

Defendants

- -

(CAPTION CONTINUED ON NEXT PAGE)

DEPOSITION OF HENRY CAPOTOSTO

Friday, July 11, 2014

9:30 a.m.

Warwick, RI

Reported by:

Janet Sambataro, RMR, CRR, CLR

Job No. 82099

those documents are being collected daily. It is a federal requirement.

Q. And do you instruct and train the auditors -- excuse me.

Do you instruct and train the drivers to be completing those logbooks accurately?

A. I do not.

Q. But Exel/MXD does?

A. If we're -- if we're seeing that there are some errors being made, we will, you know, speak to the driver. Some people will just put "MXD" for the company name, and technically that's not correct. It should be "MXD Inc."

So an inspecting officer could literally give them a -- what's called a "form and manner violation." They give a form and manner violation simply because they didn't put "Inc." on the log.

So we're looking at that. And if we see that there are drivers who are making those kinds of errors, we'll just mention to them that they need to put the complete name on the document.

It's for compliance reasons. And a general form and manner error, as minor as that might be, means that they're getting some of those CSA points that we talked about.

So, you know, we're trying to work with them from a safety and compliance perspective to put more information on that, just general information.

Q. So the driver and company could be assigned points if the logbooks are not completed properly?

A. That is correct.

Q. Okay. And am I correct that you or Mike, regional safety manager for the West Coast, or others from MXD, as part of your audits of each of the sites, are reviewing the logbooks to make sure they are in compliance?

A. That is correct.

Q. And am I also correct that in your compliance manuals or training manuals you outline the company outlines for the drivers how these logbooks are to be filled out?

A. I believe that's documented in one of the -- in one of the documents that they're provided.

Q. I mean, they're informed or instructed that it's important to fill them out accurately, right?

A. It is, you know, for compliance reasons. Yes.

Q. For their compliance, as well as your compliance?

A. Exactly. And that would be under the hours of service basic. Because if there's something wrong with the document, itself, that would -- even though they left "Inc." off the MXD name, that would be an hours-of-service basic, and they would get these points for not having that document completed properly, as would we.

Q. And that's what you're looking for, among other things, during your audits?

A. Mm-hmm.

Q. Yes?

A. Yes, it is.

Q. Okay. And the logbooks, you're also -- I mean, you're also, as part of the your audits, looking not just for the MXD Inc., but for the other types of information --

A. Correct.

Q. -- that gets put in the logbooks?

A. Correct.

Q. That includes, for each driver, the amount of time that they were driving in a day?

A. Correct.

Q. The amount of time that they were on duty but not driving?

A. Correct.

Q. When during the day all that occurred?

A. Yes.

Q. As well as any off-duty time?

A. Correct.

Q. The length of it?

A. Yes.

Q. And when that occurred?

A. Yes.

Q. And are you -- both you and Mike Murphy perform these audits regularly?

A. Correct.

Q. Are you satisfied that these logbooks are complete and accurate?

MR. BUTCHER: Objection. Form. Vague.

You can answer.

A. In some instances, we find that they are not. And when they're not, we communicate that -- the results of our findings to the local management team.

Q. So for -- I mean, how accurate are they?

A. They're extreme -- they're quite accurate in most cases.

Q. More than 50 percent?

A. Yes.

Q. More than 80 percent?

A. Yes.

Q. More than 90 percent?

A. Yes.

Q. More than 95 percent?

A. I wouldn't speculate on a final number, but it's a high degree of accuracy.

Q. Somewhere between 90 and 100 percent?

A. Yes.

Q. What are the DVIRs?

A. That's the daily vehicle inspection report.

Q. What about the time sheets? What are those?

A. The time sheet is different than the log. We operate under what's called the "150 air-mile exception," which allows drivers operating within a 150 air-mile radius of our location not to maintain a daily log. They can just record their hours. They have to record the time they came in, the time they left the

MR. KONECKY: I don't have anything else either. Thank you.

(Deposition concluded at 2:51 p.m.)

____

HENRY CAPOTOSTO

Subscribed and sworn to before me

this ________ day of ______________, 2014.

____

C E R T I F I C A T E

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

I, Janet M. Sambataro, a Registered Merit Reporter and a Notary Public within and for the Commonwealth of Massachusetts do hereby certify:

THAT HENRY CAPOTOSTO, the witness whose testimony is hereinbefore set forth, was duly sworn by me and that such testimony is a true and accurate record of my stenotype notes taken in the foregoing matter, to the best of my knowledge, skill and ability.

I further certify that I am not related to any parties to this action by blood or marriage; and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of July, 2014.

JANET M. SAMBATARO
Notary Public

My Commission Expires:
July 11, 2021

CERTIFICATE OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021. On April 22, 2016, I served the within document(s):

DECLARATION OF CHRISTOPHER A. CROSMAN IN SUPPORT OF DEFENDANTS' MOTIONS IN LIMINE NOS. 1 THROUGH 8

- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope or package provided by an overnight delivery carrier with postage paid on account and deposited for collection with the overnight carrier at Los Angeles, California, addressed as set forth below.
- ☒ by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.
- ☐ electronically by using the Court's ECF/CM System.

Todd M. Schneider Joshua G. Konecky Nathan B. Piller SCHNEIDER WALLACE COTTRELL KONECKY WOTKYNS LLP 2000 Powell Street, Suite 1400 Emeryville, CA 94608	**Attorneys for Plaintiffs** Tel. (415) 421-7100 Fax (415) 421-7105 Email: tschneider@schneiderwallace; jknoecky@schneiderwallace.com; npiller@schneiderwallace.com
Ira Spiro SPIRO LAW CORP. 11377 W. Olympic Blvd., Fifth Flr. Los Angeles, CA 90064	**Attorneys for Plaintiffs** Tel. (310) 235-2350 Fax (310) 235-2351 Email: ira@spiromoore.com
Jeff Holmes BLANCHARD LAW GROUP, APC 3311 East Pico Blvd. Los Angeles, CA 90032	**Attorneys for Plaintiffs** Tel. (310) 396-9045 Fax (970) 497-4922 Email: JeffHolmes@gmail.com

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 22, 2016, at Los Angeles, California.

Laura Thixton